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NOTICE.—There will shortly be commenced in this Journal a series of articles entitled,

THE NEW PRACTICE: A READING OF THE RULES.

The Solicitors' Journal.

LONDON, AUGUST 14, 1875.

CURRENT TOPICS.

THE FINAL DISCUSSION on the Judicature Bill was hurried through on the evening of Friday week. The result of the formidable array of amendments on the paper is as follows:—The Associated Provincial Law Societies have obtained the insertion of a clause enabling a judge, upon application by any party to an action proceeding in London, on sufficient cause shown, to remove the action to any district registry, but this seems to represent the amount of success which has attended their efforts. Sir Henry James carried a carefully guarded restriction on the discretion as to costs given by order 55. The new clause provides that where any action or issue is *tried by a jury* in a common law division the costs shall follow the event, unless upon special application, and for good cause shown, the judge shall otherwise order. In other cases the costs are to be in the discretion of the court. We regret the failure of Mr. Gregory's amendment proposing to enable the court to give costs on the solicitor and client scale. The weight of argument was all on Mr. Gregory's side, and the Attorney-General was driven to the *non possumus* which has met so many valuable amendments. It may be expected that when the provisions with reference to costs and fees are promulgated a limited discretion will be found to be conferred on judges to give costs on a higher or a lower scale. The only other clause deserving notice, and not hitherto observed upon, is that by which the rule in *Kellock's case* (L. R. 3 Ch. 769) is knocked on the head and the bankruptcy rule is extended to winding up under the Companies Acts. It was obviously absurd that while the Legislature had, in the Judicature Act, 1873, declared its preference for the rule in bankruptcy over that adopted in chancery, the latter should be left standing in reference to one important class of cases. The result is that the view taken by Vice-Chancellor Malins in one of the cases appealed in *Kellock's case* has prevailed over that adopted by Lord Romilly and Lords Justices Wood and Selwyn, who expressly upheld the chancery rule on the ground of its superiority in point of justice. We may be permitted, in concluding our remarks on the progress of the Bill, to repeat Lord Selborne's protest against the parsimony which has prevented it from being re-printed. The amendments adopted are printed in such a form as to make it extremely difficult to judge of their effect. And we must add that the system of moving Government amendments without always placing them on the paper is not one which ought to be adopted in the case of such a measure as the Judicature Bill.

THE LAND TRANSFER BILL reached its final stage with very little alteration in substance. Another section of the unlucky Vendor and Purchaser Act of last session (that relating to bare trustees) received its *coup de grâce* by an amendment made in clause 48, but was re-enacted in an improved form; some formal clauses were inserted and many verbal alterations made. But upon the questions of substance the Government have, in singular contrast to their course in the Lords, been firm—not to say obstinate. The questions chiefly discussed this week have been, first, the clause (41) which deals with registration in the place of a deceased proprietor. This provision is obviously most important for the successful working of the Bill, and it has undergone a remarkable series of transformations. In the Bill of 1873 the heir or devisee was to be registered as proprietor; in last year's measure the real representative appeared on the stage as the person entitled to be registered; while in the Bill of the present year it was provided that such person should be registered as might, on the application of any person interested in the land, be appointed by the registrar; and to this the Attorney-General has added—"regard being had to the rights of the several persons interested in such land, and in particular to the selection of such person as may for the time being appear to the registrar to be entitled according to law to be so appointed"—a proviso which we should really have thought need hardly have been expressed. The clause may perhaps work, and it must be admitted that cases of some difficulty may arise needing some discretion to be reserved to the registrar, but we confess we agree with Mr. Osborne Morgan that the common-sense way of treating the matter would have been to restore the original form of the clause, and make the heir or devisee the person to be registered. The other point of debate has been the question of the re-insertion of the clause struck out of the Bill in committee in the House of Lords, permitting the removal of land from the register. There seems to have been a very strong concurrence of opinion in favour of this course; and Mr. Jackson went so far as to say that the Bill without it would be a dead letter. The Attorney-General, however, refused to reinsert the clause, and in spite of the weighty opinions expressed in this direction we confess we remain unconvinced of the importance of the omission of the clause. One can hardly understand the benefits of an off-and-on system of registration of title. The idea that you were at liberty to get off the register whenever you liked might perhaps afford some temptation to a landowner to come on. But, on the other hand, who would ever desire to take his land off the register, except perhaps an intending mortgagor, in which case the mortgagee would insist on the land remaining on the register, and even the mortgagor would find it to his advantage not to forfeit the benefits to be derived from the simple and inexpensive process of mortgage by deposit of the land certificate.

THE VIEW recently taken by Mr. Justice Brett, in the Hackney prize-fight case, of the practice of settling disputes by fighting fairly with fists, until one of the parties is killed, seems, as might be expected, to be commending itself to the "rough" community. In a fight of this description which recently took place on the Aintree race-course, near Liverpool, in the presence of a force of police constables too weak to interfere, one of the combatants received such severe injuries that he died. We must repeat what we said at the time that, if the ruling in the Hackney case is acted upon, a new era will open for the rowdy part of the population. Granting that there may be some truth in the views expressed by the learned judge, we should have thought he would have had discretion enough to know that, though a thing may be true, it does not lie in every one's mouth on every occasion to say it. Physical vigour and personal courage are what we should always desire to see in the people of England, and when there is physical vigour and personal courage there will be occasionally a certain amount of overstepping the strict letter of the law, which says that to lay a finger on a man without his consent is an assault. Mr. Justice Brett appears to us to have lamentably exaggerated the amount of indulgence which may safely be accorded to the use of physical force

without unfairness or foul play. The logical result of the doctrine he laid down is to make it appear that the law would look without much dissatisfaction upon people all over the country settling their disputes by deliberate stand-up fights lasting till one or other of the parties was nearly killed, and attended by filthy ruffians betting on the result. There was one very serious feature in the recent fight at Aintree in which it differed for the worse from the old-fashioned prize-fights, bad as they were, viz., the persistence under the very eyes of the police. We believe that the old prize-fights were almost invariably stopped on the appearance of the police. This defiance of the law is precisely the feature of criminal life in large towns that it is most essential to crush relentlessly. This second case of manslaughter in a fight arising so soon after the case tried before Mr. Justice Brett, and under circumstances so exactly similar, seems to indicate what mischief may be done by remarks on the bench which may be interpreted as an encouragement to disorder. The present Liverpool Assizes afford a terrible illustration of the brutality of the population of many of our large towns. There are, it would appear, no less than seven murders for trial, and a proportionate number of other crimes of violence. It is time public order was vindicated by the steady exercise everywhere of such judicious severity as Mr. Justice Field exhibited at the late Warwick Assizes.

THE LAST solemn rites have been performed over the departed courts by the lay press, and it is to be hoped that the public have been sufficiently mystified by the information afforded in a certain quarter that one of the courts survives "as an *ens rationis*—an idea or conception of the mind." They have, moreover, been assured that "the Queen's Bench . . . is the most ancient of all [the judicial institutions] . . . for it can be traced back clearly, in the substance of its nature and character, in the essence of its jurisdiction, to the time of Alfred—above ten centuries ago." In our ignorance we had always supposed that the *Curia Regis* was separated into the three Courts of Common Pleas, Exchequer, and King's Bench shortly after Magna Charta and that therefore each branch could claim an equal antiquity. We had imagined that the *Curia Regis*, as it existed before this severance, and the division of the court which subsequently acquired that title were distinct tribunals, and not in any way to be confounded. But this would not square with the great and momentous and "curious circumstance," to which attention was next drawn, that from 871, the accession of Alfred, to the year 1870, "when the original of the Judicature Act was introduced," is "just a thousand years." This is a very startling discovery, but, to complete our astonishment, we should be glad to know on what authority it is asserted that the *Curia Regis* first exercised jurisdiction at the accession of Alfred. It is not worth while to follow further into detail the imaginative efforts of the daily press, but the prevalent rage for discussing legal questions has led even the *Spectator* into a curious inaccuracy. At the close of a leader last week, our contemporary announced that "The Court of Chancery, in the popular mind, has been identified with certain methods of procedure [*i.e.*, as appears from the next sentence, injunction and decree of specific performance] *from which the other tribunals of this country have been debarred.*" It would rather seem that the writer has forgotten the provisions relating to injunctions of the Common Law Procedure Act, 1854, not to mention the power to grant injunctions in patent cases given to the common law courts by 15 & 16 Vict. c. 83, s. 42; or the similar power conferred on them in trade mark cases by 25 & 26 Vict. c. 88, s. 21.

A VERY SIGNIFICANT REMARK was dropped by the Lord Chancellor in his last speech on the Judicature Bill. "The number of judges," he said, "could not be reduced to the lowest point compatible with efficiency until we had broken up the system which prevailed in the common law courts of having more judges than one to sit as judges of first instance. That system, he thought, could not continue." Any one who considers the provisions of the Judicature Act, 1873, and the new rules of procedure, will see the force of the Lord Chancellor's observation. Under the Act of 1873 any commissioner of assize or judge at the London and Middlesex sittings constitutes a court of the High Court, and, instead of merely, as hitherto, trying the issues of fact between the parties, is enabled to decide also the questions of law arising between them, and to direct judgment to be entered for the party entitled to it (see order 36, rule 22). Power is, no doubt, reserved to the judge to order such judgment to be entered subject to leave to move to set it aside, or to direct no judgment to be entered, but leave any party to move for judgment. But the result will be, perhaps gradually but, as it seems to us, almost inevitably, that both law and fact will come to be determined at Nisi Prius before a single judge. Convenience points that way, and the advantages of speedy decision will outweigh any benefits supposed to result from the opinion of an increased number of judges. The Court of Appeal will be, or ought to be, readily accessible, and we think it may be safely predicted that it will not be many years before a single judge at common law will do what a single judge in chancery has always done. When the system has become fully established, the effect will be, of course, to produce an immense economy in judicial labour; but, considering the circuits and the continuous sittings in London and Middlesex, it is far from clear that any reduction of the present number of the judges can even then be safely effected.

WE POINTED OUT LAST WEEK, with reference to the sentence on Colonel Baker, the propriety, in apportioning punishments, of taking into account special circumstances relating to the criminal. We did not then know, nor, we believe, did any one gather from the ambiguous terms used by Mr. Justice Brett in his sentence on the prisoner, that the learned judge intended to avail himself of the power conferred by the Prisons Act of 1865, and to direct that a prisoner guilty of a crime for which he said there was "no palliation"—a crime, he added, which "appears as bad as such a crime could possibly be"—should be treated as a "misdemeanant of the first division," who under the Act is not to "be deemed a criminal prisoner within the meaning" of the Act. We are bound to say that this appears to us, if not a misapplication of the provision, which seems to have been inserted in the Consolidation Act to meet the case of misdemeanants whose offences were of a semi-criminal nature, at all events much more of an error on the one side than the infliction of hard labour would have been on the other.

THE RESULT of the poll for the vacancies in the Council of the Incorporated Law Society has been the re-election of the retiring members, and the addition to the council of Mr. Broomhead, of Sheffield, Mr. Keen, of the firm of Keen & Rogers; and Mr. Leigh Pemberton, solicitor to the Court of Chancery. There are special reasons at the present moment, when the new rules as to costs and fees are under discussion, for congratulating the society on the presence at its council-table of the last-named gentleman.

The London correspondent of the *Manchester Guardian* thus describes the final scene in the House of Lords with reference to the Judicature Bill:—"Lord Selborne's inexhaustible flow of legal lore burst out anew on the return of the Judicature Bill; and, although supported on his own side by Earl Granville alone, he had the courage to detain four dejected-looking lords on the Government side while he unburdened his soul upon this familiar topic."

A QUESTION OF PROFESSIONAL MORALITY.

We discussed some little time ago the question whether barristers could be made responsible for negligence in the conduct of business entrusted to them, and we came to the conclusion, upon many grounds, that they could not. The discussion on Friday week on Mr. Norwood's motion did not touch to any great extent on the question of barristers' liability, but was rather confined to complaints of certain practices that have grown up among the bar. It seemed to be generally felt, as we ventured to point out, that grave evils exist, but that the remedy for them was not to be found in attempting to make barristers liable for negligence, or in fostering feelings of irrational hostility between the two branches of the profession, but in calm discussion and representations calculated to draw the attention of the bar to the evils attending the practices they allow. With the view of aiding this discussion we propose to notice the two chief matters alluded to in the debate, considering, as fairly as we can, what may be said on both sides. The only mode of reaching a satisfactory result in this matter is by frank statement and full discussion.

One of the complaints made was of extortion on the part of leading advocates. The case cited by Mr. Lewis was a gross one, but we fear it was only a rather stronger specimen than usual of a good deal that frequently takes place. The counsel himself in such cases generally knows nothing about the details of the extortion practised; it is the clerk's business and interest to see to that. But the public very properly have an unpleasant way of considering people responsible for that of which they receive the benefit. The master is not always quite guiltless. We have ourselves heard a Queen's Counsel in high position declare his intention of not reading a special case upon the settlement of which his opinion was desired, on the ground that the trumpery fee of twelve guineas only was marked. He was, of course, entitled, if he liked, to object to the fee, but we did not understand that he intended to return it. His notion of a remedy for the stinginess of the client was to take the fee and not to do the work. He was a man deservedly of the highest reputation for honour, and we do not suppose it ever occurred to him for a moment that he was doing anything shabby. The fact is, that the position of a great leader at the bar is one which gives him almost too much power and independence. He really is the patron, and the client is a client; whereas, as regards the relations between the junior bar and the solicitors, the name of client is really an inversion of the fact. It does not occur to a great leader that anything like the relation of employer and employed exists between himself and his client. Fees for all sorts of matters, some of which he will attend to and some he will not, are looked on as his natural right. His clerk makes all his business arrangements. He does as much work as he can. What more can be expected of him?

This state of things is partly the fault of the public and partly the natural result of the combination of centralization with the peculiar nature of advocacy as a profession. The whole of our legal system is worked on the principle that London is the head seat of legal business. There has arisen some modification of this at Manchester and Liverpool, where there is a local bar, but still in the main the London bar is *the* bar. Now, in the profession of advocacy more than any other profession, it is true that reputation and *prestige* are of pre-eminent importance. That success brings success is peculiarly true of the bar, and it is obvious that centralization of business exaggerates the tendency; it conduces to the crowding of a good deal of business into few hands and the creation of colossal reputations. In many respects it is very desirable that the bar should be a powerful profession. Mr. Justice Blackburn, it will be remembered, dissented from the recommendations of one of the reports of the Judicature Commission expressly on the ground of the importance of preserving a powerful centralized bar, and we must not be understood as expressing any opinion in favour of decentralizing the bar. But we think it must be admitted that the present system inflates the position of successful leaders so as to render them almost autocrats, so far as regards any but solicitors as eminent as themselves. Moreover, those who employ counsel are not without blame for making the evil worse. Instead of being content with men of good capacity but not of colossal reputations they all must needs crowd to the successful man. "To him that hath shall be given, and from him that hath not shall be taken away even that which he hath," is a maxim as true of professional careers as of life in general. Is there, then, no remedy for the evil complained of? We cannot help thinking that there ought to be one distinct and peremptory rule (except in the case of drawing, which, perhaps, admits of different considerations), viz., that any objection to the fee must be made before acceptance of the brief. We do not say that the mere receipt of the brief by a boy at counsel's chambers ought to be deemed acceptance of the brief, but if not returned as soon as it has had time to come to the notice of his clerk it ought to be deemed accepted.

Another matter that was most properly alluded to in the House was that of handing over briefs. There can be no doubt that this practice is a very great evil, and it is to be feared that the bar are not sufficiently awake to the fact that it is in itself an injustice that whereas one man is paid to do the work himself, it is done by somebody else. But the question is, assuming the bar to be ever so much alive to the evil, how far can it be prevented? We are afraid counsel sometimes take briefs when they know they cannot attend to them; but in most cases the evil arises from the fact that it is impossible to foresee when legal engagements will clash. If it is asked why does not the counsel return his brief when he sees that he cannot attend to it, the answer is that then it is generally too late. It only turns out that the two engagements clash when the two cases are called on. But allowing for all the difficulty, we think there is a great deal more laxity than there should be among many members of the bar in this respect. It has been stated that the late Sir Cresswell Cresswell prided himself on never in the whole of his professional career having handed over to another a brief entrusted to him, and surely a little more care might be manifested to follow in his footsteps? One class of cases of this sort has often struck us particularly. In London and on the Home Circuit there is, for the most part, a line of demarcation between civil and criminal practitioners, and it does not very frequently happen that the way to civil business is through the crown court; but on country circuits it frequently occurs that a counsel gets into civil business by first becoming known at sessions and in the criminal court. It therefore happens that for a certain time he is in the transition stage, and will have both civil and criminal business at assizes. No counsel, in such a case, scruples to hand over his briefs for the defence of prisoners in order that he may attend to his civil business, which, of course, he values more highly. Prisoners no doubt are mostly guilty, and so perhaps the public gain by their defence not being well conducted; moreover, prisoners are generally of the humbler classes, and have not much chance of making a grievance of this sort known. For that very reason we cannot help often sympathizing with the feelings of a prisoner's wife or father, who has scraped together with difficulty a comparatively heavy sum that the prisoner might be defended by the great Mr. So-and-so, on finding that a no doubt intelligent but somewhat ineffective young man appears as a substitute to conduct the case. Non-fulfilment of a professional engagement in these cases often makes a difference of a long term of penal servitude to the prisoner. We are not prepared to say that this can always be avoided, but we think that counsel with a high sense of rectitude ought, at the expense of some pecuniary loss, to take care that it shall happen as little as possible.

As regards the general question of whether any remedy can be devised for the evils attending the practice of handing over briefs, the only system that can obviate the evil entirely is that the common law Queen's Counsel should attach themselves to particular courts. It is really difficult to see what there is to prevent this from being done at common law as well as in chancery. It may be urged that all the courts are now to be fused in one, and that it seems doubtful whether, under the more flexible system which is to be adopted, there will be any hard and fast line between the different divisions for a permanency; that causes are to be transferred freely if the state of business requires it, and that two divisional courts from the same division may sit at the same time. These may be objections, but they are far from being insuperable, and if once the common law leaders can be brought to consider the question, we are sanguine that all these difficulties will be surmounted and that a system will be established more in accordance with the practices which we should expect to find among a body of high-minded gentlemen.

PRO RATA FREIGHT AND FREIGHT DUE TO A DERELICT.

II.

From the authorities cited in our last article we concluded that where a sale is made, though by a court of competent jurisdiction, if made without the consent of the owners, either express or implied, *pro ratâ* freight would never be due.

But notwithstanding, it may be a question whether this rule does not suffer an exception in a case like that of *Baillie* v. *Modigliani* (Park on Insurance, vol. 2, p. 70), where ship and goods were sold as prize under a condemnation which was afterwards reversed; whether in such a case *pro ratâ* freight might not be allowed so as to restore as far as possible the position of parties which had been altered by the action of the court. In the case cited Lord Mansfield expressed an opinion, but did not decide, that *pro ratâ* freight would be due; and in commenting on his observations in *Hunter* v. *Prinsep*, Lord Ellenborough said, "In a case where the competency of jurisdiction of the several courts which condemned and restored was unquestionable; where, if the ship and goods had been restored *in specie*, the right of the shipowner to earn full freight by carrying the goods to the delivery port was certain; where the possibility of doing so had only been prevented by the act of the court or its officers in making sale of the goods pending the suit, and by no fault on the part of the owner of the ship; however just it may be that a substitute of money for goods made by the authority of a competent tribunal shall be equivalent to the actual restitution of the goods themselves, as far as respects all interests in and liens upon that fund, and however reasonable it may be that an owner thus taking the substitute which requires no further conveyance should be considered as virtually dispensing with the duty of the shipowner, which would have remained to be performed if the goods had still remained *in specie*;" yet, he concluded, in the case then before the court, the same consequences did not follow. These words, though not amounting to an indorsement of Lord Mansfield's *dicta*, certainly present strong arguments in favour of the right to *pro ratâ* freight in such a case; and this view seems never to have been directly negatived. On the contrary, in *The Soblomsten* (15 W. R. 591, L. R. 4 A. & E. 293), where in a salvage suit the cargo was sold by the court on the application of the salvors after notice to the agents of the owners, *pro ratâ* freight was decreed to the shipowners, though there was no express assent by them. It may, therefore, on the authority of this case, be said that where the owners, having the opportunity of opposing the sale and procuring the release of the cargo, do not oppose, they will be taken to have assented to take the money in place of the goods, and will be liable for *pro ratâ* freight. But where they have not that opportunity, it will be otherwise, unless the circumstances are such that the court has by its own erroneous act made an alteration in the position of the parties, and thus done an injustice which cannot be otherwise redressed.

There is authority also that when, the goods remaining *in specie*, the shipowner has been prevented by the act of the court from completing his contract, a *pro ratâ* freight will be allowed. Thus where, ship and cargo being brought in, the goods were restored, but the ship was still detained for further proof of her neutral character, which was afterwards made out, so that by the act of the court the innocent shipowner was prevented from completing his contract, *pro ratâ* freight was allowed (*The Copenhagen*, 1 Rob. 289); and the same conclusion was reached in the above-cited case of *The Nathaniel Hooper*, as to goods which were detained by the court, and their further conveyance by the ship prevented, although by his sale of the ship the shipowner had withdrawn his offer to forward them.

In the late case of *The Kathleen* a decision was come to by the learned judge of the Admiralty Court, the grounds of which it is difficult to follow. The ship had been disabled, and necessarily abandoned, and was afterwards brought in by salvors, who instituted the suit in question. The goods though damaged would, as it was proved, have fetched as good a price if they had been forwarded to their destination as in London. The shipowners offered to tranship and forward them; but, on the application of the owners of the goods, and notwithstanding the opposition of the shipowners, a sale was ordered. The sale, however, was ordered on a footing which made it *without prejudice*, the learned judge saying, "As I understand the matter, the owners of the cargo press for this sale, even if it should turn out that they are bound to pay freight for the cargo, whether in full or *pro ratâ*," and all questions as to freight were expressly reserved. Under these circumstances it is not too much to say that the owners of cargo were in exactly the same position as if they had asked for and obtained delivery of the goods *in specie*. Upon the subsequent argument of the question then reserved, whether either full freight or *pro ratâ* freight was due, the court decided that neither could be claimed. That *pro ratâ* freight could not be claimed resulted, as the learned judge held, from the fact that the parties never agreed, but insisted on contrary courses. If so, one would suppose that the owners of goods, who, by their successful application to the court, had prevented the shipowner from earning his freight, would be bound to pay full freight. And the reasons given by the learned judge against this conclusion are certainly a little difficult to apprehend. They are based entirely on the fact that the ship was a derelict. But in *The Nathaniel Hooper* the vessel was equally a derelict, yet *pro ratâ* freight was there allowed, and from the judgment in that very case the learned judge quotes, as applicable to the case before him, the observation that "the possession of the property by the court, through its officers, is a possession protective of the interests of all concerned, and not displacing the rights or lien of any party." Notwithstanding the direct application of that case, however, the judge seems to have been of opinion that either the abandonment of the vessel, or the possession of the salvors, it is not clear which, had already in some way extinguished the rights of the shipowners. "On the whole," he says, "I am satisfied that the contingency provided for in the bill of lading, as nullifying the contract, namely, the 'perils of the seas,' has happened, and that the original contract between the owners of the ship and of the cargo is at an end." This cannot mean that the performance of the contract had become absolutely impossible by perils of the seas, because that was untrue, the goods being there, and the shipowner (but for the intervention of the court and the contrary action of the owners of cargo) ready and willing to carry them on.

It must mean, then, that circumstances having arisen which, under the exception, entitled the shipowner to abandon the contract, he did, by leaving the ship, in fact, elect so to abandon it. But why was such an act any more an election at all events to abandon the contract, than an election at all events to abandon the ship?—which latter it clearly was not; otherwise the shipowner's rights in the ship would have entirely ceased, and passed to the first occupant. This, however, seems the most plausible ground to take, for it may be fairly argued that when the shipowner, by his acts, declares that he can do no more, and leaves the cargo to the care and custody of the winds and waves, he has at least declined further responsibility under the contract, and cannot, therefore, claim further rights.

This, however, does not appear to be the ground of the judgment, which seems rather to proceed upon the idea that what dissolved the contract was the possession of the salvors, for the learned judge said, apparently as the reason why the contract was nullified, "The possession of the cargo abandoned by the shipowner vested first in the salvors, and afterwards in this court, before it could be restored to the owners." But if the possession of the court, which occurs in every salvage suit, whether the vessel be a derelict or not, does not nullify the contract, why should the previous possession of the salvors have that effect? There are no degrees in possession; and if there were, the possession of the salvors would surely be no higher than that of the court. The learned judge further quoted a passage from *The Dantzic Packet* (3 Hag. 383), in which Sir John Nicholl said that, in the case of a derelict, "the first occupant has a vested interest and the right of exclusive possession." This, however, was said in the course of a case in which the vessel was not a derelict, and the observation had no reference to the relations of the owners of ships and the owners of cargo, but to an attempt on the part of salvors to exclude other salvors from rendering salvage services, as to which the judge afterwards says, "I hope it will be understood that the master, so long as he retains the command, is fully entitled to regulate the *quantum* of assistance to be given to the vessel." It is true that, in the *dictum* quoted above with reference to the "first occupant" of a derelict, Sir J. Nicholl adds: "He takes possession, indeed, for the benefit of the Crown in the first instance, but subject to a liberal remuneration." But this *dictum*, and it is no more, is not inconsistent with the existence of rights in the owners, in whose default of claim only the property vests in the Crown. In *Thornley* v. *Hebson* (2 B. & Ald. 513), Holroyd, J., says of a deserted ship, "The custody of the vessel was in the salvors till the salvage was paid, but the legal possession was still in the owners." And, indeed, if an agreement could have been come to, the ship might have at once been restored to the owners, without coming into the hands of the Admiralty at all. If, therefore, the force meant to be given by Sir R. Phillimore to the words quoted is, that the possession by salvors of a ship abandoned in distress has the effect of ousting all the rights of the owner, it goes far beyond anything that was in the mind of Sir J. Nicholl when he used the words, and is inconsistent with the language of Holroyd, J., and with the decision in *The Nathaniel Hooper*. Unless on some of the above grounds the contract was dissolved, it seems impossible to concede much weight to the attractive technical argument that the owner of cargo has in such cases a *persona standi* separate and distinct from that of the ship, "which, if the contract still subsisted between him and the shipowner, would not be the case." For the same would be true in the case of capture, which yet does not dissolve the contract (*The Racehorse*, 3 Rob. 101; and per Story, J., in *The Nathaniel Hooper*, *ubi sup.*).

The effect of the decision is that at the moment when a ship is abandoned in distress, however necessarily, or at least at the moment when, being so abandoned, she is taken possession of by salvors, the contract between the owner of ship and owner of cargo is completely extinguished. This proposition appears to be destitute of any previous authority, and it would have been satisfactory to see a clearer necessity for it in the reasoning of the court.

Recent Decisions.

COMMON LAW.

LANDLORD AND TENANT—WAIVER OF FORFEITURE—COMMENCEMENT OF TENANCY.

Waldron v. *Hawkins*, C.P., 23 W. R. 390, L. R. 10 C. P. 342.

Sandill v. *Franklin*, C.P., 23 W. R. 473, L. R. 10 C. P. 377.

It is well understood that between landlord and tenant a forfeiture is waived by any act on the part of the landlord recognizing the existence of the tenancy at a date subsequent to the cause of forfeiture. Therefore, the receipt of rent which accrued due after the cause of forfeiture, or the levying a distress after the cause of forfeiture, being acts which recognize the tenancy as existing at the time when the rent became due, or when the distress was levied, waive the breach which would have caused a forfeiture, because they are inconsistent with its having that operation, and show that the landlord has elected not to insist upon it. As the effect of the act is that it recognizes the tenancy as existing at the time to which the recognition applies, it of course follows that *every* cause of forfeiture which might then have been taken advantage of is waived, subject only to the limitation that the cause of forfeiture was known to the landlord when he did the act of recognition. From these propositions the decision in the first of the cases above mentioned seems inevitably to follow, though the point is a new one. The defendant (the tenant) had, contrary to covenant, demised the premises for a year. The plaintiff (his landlord) had, with knowledge of the subtenancy, distrained for and accepted rent which accrued due after the making of the demise. He nevertheless sought to recover in ejectment under a condition which made it a cause of forfeiture "to assign or demise to or permit any other person to occupy the said premises" without consent in writing of the landlord. The court held that the forfeiture had been waived. It is to be observed that the receipt of rent waived all the breaches which might have been taken advantage of at the time when the rent became due; and therefore, as the landlord was assumed to have known both the fact and the nature of the demise, he had waived the breach in demising. But if he had waived this breach he had in effect confirmed the sub-demise, which the tenant had estate enough to make, and could not have afterwards defeated it, except for some new cause of forfeiture. It would, however, have been a very subtle distinction to say that, although he had thus confirmed a demise which carried with it the right to occupy, he could afterwards take advantage of an occupation under that same demise as a breach of the covenant not "to permit any other person to occupy." This must be considered the *ratio decidendi* of the case, though it is not very clearly expressed. *Goodright* v. *Davies* (2 Cowp. 803), on which Lord Coleridge, C.J., and Denman, J., relied, has really no bearing on the point, because the breach relied on there was the under-letting, and that had been clearly waived by the receipt of rent. On the other hand the cases relied on by the plaintiff were all cases in which there was a continuing breach of covenant not involved in or necessarily consequent upon any breach that had been waived.

We have already pointed out that the knowledge of the plaintiff of the nature of the demise was assumed. If the landlord merely knew that the premises were in the occupation of some third person contrary to the cove-

nant not to permit such occupation, but did not know in what character that person occupied, a different question would arise. But, on the one hand, it is evident that in order to waive a forfeiture it is not necessary that the landlord should know every term of the sub-demise; he did not so know them here; and, on the other hand, unless it appeared very clearly that he meant to waive any forfeiture that might have occurred, it could hardly be maintained that mere knowledge of an occupation was equivalent to knowledge of the terms on which it took place.

As to *Sandill* v. *Franklin* it may be dismissed in a few words. It has been held that in the absence of any payment of rent or other definition of the period when the tenancy commences, it will be deemed to have commenced on the day when the tenant in fact entered (*Doe* v. *Matthews*, 11 C. B. 675); this is, indeed, of course. But where, after entering in a broken quarter, the tenant pays rent for the remainder of the quarter, and then pays rent from quarter to quarter, it is held that the quarter during which he entered formed no part of the tenancy (*Doe* v. *Stapleton*, 3 C. & P. 275; *Doe* v. *Grafton*, 18 Q. B. 496); a rule with which, perhaps, the direction of Lord Ellenborough in *Doe* v. *Selwyn* (Cole on Ejectment, p. 57)—where an agreement "to pay rent quarterly, and for the half quarter," led to the inference of a tenancy commencing with the preceding quarter—is hardly reconcileable. In the present case the agreement for the tenancy was dated the 20th of December, and the tenant appears to have entered on that day; but rent was only reserved from Christmas, that is, the first payment was to be made on March 25, in effect, the occupation up to Christmas was gratuitous. It was contended for the tenant that the tenancy commenced on December 20; but the case neither resembled *Doe* v. *Matthews*, because in that case there was no indication of any other period than the day of entry, nor did it resemble *Doe* v. *Selwyn*, for it was not contended that the tenancy dated back to the preceding quarter-day, and it would certainly have been a violent conclusion to draw such an inference from a gratuitous occupation of five days at the close of the quarter. There was, therefore, no analogy in favour of the view contended for, and, on the other hand, *Doe* v. *Stapleton* and *Doe* v. *Grafton* were in principle authorities against it, for it is hard to see how the payment of a consideration for the broken period, on the one hand, or a gratuitous occupation, on the other, can affect the inference, which ought to be drawn from the mode in which the rent is reserved; in either case what appears is, that the parties have agreed to discard from the period of the reserved rent, and therefore presumably from the period of the tenancy, this broken portion of time. The only case cited was *Doe* v. *Matthews*, but the court, without hesitation, held that the tenancy commenced at Christmas.

Sir C. Dilke, on Wednesday, in the House of Commons, asked whether, under the new Judicature Act, the existence of the degree of serjeant-at-law would serve any public purpose; and whether the Government had considered to whom, in the event of the Serjeants'-inn ceasing to be maintained, the title and property belonged. The Attorney-General said that, by the Judicature Act of 1873, it is provided that it shall not be necessary for a judge of the Supreme Court to possess the qualification of being a serjeant-at-law, and that the new Judicature Act which has just passed in no way affects the position of a serjeant-at-law. Under these circumstances, continued the learned gentleman, the question "whether the existence of the degree of serjeant-at-law will serve any public purpose" is one upon which the hon. baronet is quite as qualified to form an opinion as I am. With reference to his second question, I can only state that, so far as I am aware, the Government have not considered "to whom, in the event of Serjeants'-inn ceasing to be maintained, the title and property belong."

Notes.

On Thursday, last week, the Lords Justices affirmed the decision of the Chief Judge in *Ex parte Jones* upon which we commented *ante*, p. 750. The question was, as our readers will remember, as to the effect of resolutions in favour of a composition upon the rights of an execution creditor who had delivered his writ to the sheriff before the first meeting of the creditors under the debtor's petition. In *Ex parte Jones* the writ was lodged with the sheriff on the same day as the petition was filed. The evidence was not very clear as to which step was taken first. At the hearing by the Chief Judge it was apparently assumed that the writ was lodged with the sheriff before the liquidation petition was filed, but on the hearing by the Court of Appeal it was taken for granted that the petition was filed before the delivery of the writ. The difference is not material, inasmuch as the Lords Justices considered that the dividing line was the first meeting of the creditors, and it was clear that the writ was delivered before that. In *Ex parte Jones* the writ was also executed by seizure of the debtor's goods before the first meeting, but this seizure was not made till after a receiver had been appointed under the petition, and had taken possession. An injunction was granted to restrain the creditor from proceeding with his execution, and after the resolutions in favour of a composition had been confirmed and registered the injunction was dissolved by the county court, thus leaving the creditor at liberty to enforce his execution against the debtor. The Chief Judge refused the debtor's application to restore the injunction, and the Lords Justices in affirming this decision based their judgment on very much the same grounds. According to section 126 of the Act of 1869 the provisions of a composition are to be binding on all the creditors whose names and addresses, and the amount of whose debts, are shown in the statement of the debtor, but the section contains nothing to render invalid any security which a creditor holds on the debtor's property, whether obtained before or after the filing of the petition. The reason why in bankruptcy or liquidation a security not perfected before the filing of the petition is invalid, is that the title of the trustee relates back to the time of the filing of the petition, whereas in composition there is no such relation back. There being nothing in section 126 to take away the legal right of the execution creditor, their lordships thought that he was at liberty to proceed with his execution against the debtor. We still think, as we have already remarked, that this construction of section 126 will enable great frauds to be committed by means of it. But with reference to this consideration an opinion intimated by Lord Justice Mellish during the argument of *Ex parte Jones* is of great importance. He thought that if the creditors had been induced to accept a composition by a representation of the amount of the debtor's assets, which could not be made good by reason of the right of an execution creditor (acquired after the filing of the petition) to sweep them away, they might be able to apply to the court, under the last clause of section 126, to adjudge the debtor a bankrupt, on the ground that the composition could not proceed without injustice to the creditors, and, if such an adjudication was made, then the title of the trustee would overreach that of any execution creditor who had not perfected his security before the filing of the petition. If this be so, the creditors have to a certain extent a remedy in their hands against the frauds to which they are exposed. But, after all, the safest course appears to be to decline the offer of a composition unless its payment is secured, either by an assignment of property, or by the guarantee of a responsible surety. It is also worthy of notice that in *Ex parte Jones* the application to restore the injunction was made by the debtor himself, and that the other creditors had taken no proceeding to avoid the execution.

Another question with regard to the power of arrest under the Debtors Act, 1869, came before the Lords Justices on the same day in a case of *Re Deere*. An order had been made by the Court of Exchequer for the payment by an attorney of a sum of money which he had received for a client while acting in the capacity of attorney. He

failed to obey the order, and it was made a rule of court. After this he was adjudicated a bankrupt. Ultimately an attachment was issued against him by the Court of Exchequer for his contempt in not paying the money, and he was arrested. He applied to a judge in chambers for his release, but the judge declined to interfere with an order which had been made by the full court. The attorney then applied to the Court of Bankruptcy for his release, and, his application having been refused by the registrar, the matter came before the Court of Appeal. It was contended that the attachment, though expressed to be for contempt of court, was only a means of enforcing payment of a debt which was provable in the bankruptcy, and that, though the debt was one from which an order of discharge would not release the bankrupt, and one in respect of which he was liable to imprisonment under the 4th section of the Debtors Act, 1869, still, according to the decision of the Court of Appeal in *Cobham* v. *Dalton* (noticed *ante*, p. 771), the bankrupt was, by virtue of section 12 of the Bankruptcy Act, 1869, privileged from arrest during the pendency of the bankruptcy, and the Court of Bankruptcy had power under section 13 of the Act to order his release from custody. To this it was answered that the attachment was issued by the Court of Exchequer in the exercise of a *quasi*-criminal jurisdiction over its own officer; that there was something in it of a penal nature; and that the attorney would not be entitled to his release as a matter of course if he paid the money, as would be the case with a debtor arrested under a *ca. sa.*, but would have to make a special application to a judge at chambers for the purpose. The Lords Justices declined to interfere with the attachment, on the ground, that if they had a jurisdiction to do so under section 13, the exercise of that jurisdiction was discretionary, and they thought that the question, whether the attachment was to be regarded as a merely civil process to enforce payment of the debt, or whether it was to be considered as issued also by way of a punishment inflicted on an officer of the court for dereliction of duty, ought to be determined by the court out of which the attachment had issued. It will be observed that there is this material distinction between *Cobham* v. *Dalton* and *Re Deere*, that in the former case the Court of Chancery was discharging its own order, whereas in the latter case the Court of Bankruptcy refused to interfere with the process of another court, before which the defence arising out of the bankruptcy proceedings might have been raised, but was not. That this defence was not then made probably arose from ignorance of its existence, an ignorance which was very excusable, inasmuch as Lord Justice Mellish said that, until the case of *Cobham* v. *Dalton* was argued and decided, he himself had been under the impression that the pendency of bankruptcy proceedings would be no bar to the arrest of the bankrupt under section 4 of the Debtors Act.

A RATHER CURIOUS CASE came before the first chamber of the Court of Appeal at Paris on the 9th ult. During the recent war the Germans seized some timber belonging to some timber merchants and used it in re-building the railway bridge of Chalifert. The temporary bridge thus erected had since the close of the war been used by the railway company, who some time ago offered, when they should permanently restore the bridge, to return the timber to its owners and to pay them a sum for its use. This offer was refused, and the merchants sued the company for the immediate return of the timber. The Civil Tribunal of the Seine delivered judgment in favour of the claimants. The report in the *Gazette des Tribunaux* is somewhat obscure, but it appears that the court decreed the return of the timber within a month; or in default condemned the company to pay 2,800 francs and the costs of the suit. The company appealed, and, in the meantime, the bridge seems to have been re-built and the timber in question sold. Upon the hearing of the appeal, M. Lefèvre Portalis, on behalf of the company, argued, first, that the damage complained of was within the class of damages resulting from the war, the compensation for which was regulated by the laws of the 6th of September, 1871, and the 7th of April, 1873; secondly, that by the use of the wood in the construction of the bridge it had become part of the public property, since the re-construction of the bridge had taken place with the approval and under the authority of the Government; therefore the company were only bound to repay to the timber merchants the price actually produced by the sale of the timber when taken out of the bridge. The timber merchants presented a cross-appeal, seeking to have the damages raised to 10,000 francs. The Court of Appeal held that the action for recovery of the timber could not lie, inasmuch as by its incorporation in the bridge it had become part of the public ways. The damage caused by the use of the timber by the enemy for the construction of the bridge the court held could not be recovered from the company, inasmuch as it was clearly a damage occasioned by the war. The measure of the company's liability for damages was the value of the timber at the time when they resumed possession of the bridge after the occupation of the line by the enemy, and the court assessed this damage at 3,000 francs.

LAW OF DOMICILE IN TIME OF WAR.

IN *Mitchell* v. *United States*, the Supreme Court of the United States considered the law of domicile in time of war as affecting contracts of purchase. The facts of the case are as follows:—At the beginning of the late rebellion, Mitchell, the claimant and appellant, lived in Louisville, Kentucky. He was engaged in business there. In July, 1861, and after the 17th of that month, he procured from the proper military authority of the United States in Kentucky, a pass permitting him to go through the army lines into the insurrectionary territory. He thereupon went into the insurgent States and remained there until the latter part of the year 1864. He afterwards returned to Louisville. While in the Confederate States he transacted business, collected debts, and purchased, from different parties, 724 bales of cotton. He took possession of the cotton and stored it in Savannah. Upon the capture of that place by General Sherman the cotton was seized by the military authorities. It was subsequently sold by the agents of the Government. The proceeds, amounting to the sum of 128,692.22 dols., are in the treasury. Mitchell bought the cotton in November and December, 1864. He remained within the insurrectionary lines from July, 1861, until after the capture of Savannah by the arms of the United States.

The Court of Claims was equally divided in opinion as to whether Mitchell could now claim the proceeds. Swayne, J., in delivering the opinion of the Supreme Court, said:

"When Mitchell passed within the rebel lines the war between the loyal and the disloyal States was flagrant. It speedily assumed the largest proportions. Important belligerent rights were conceded by the United States to the insurgents. Their soldiers when captured were treated as prisoners of war, and were exchanged and not held for treason. Their vessels, when captured, were dealt with by our prize courts. Their ports were blockaded and the blockades proclaimed to neutral nations. Property taken at sea, belonging to persons domiciled in the insurgent States, was uniformly held to be confiscable as enemy property. All these things were done as if the war had been a public one with a foreign nation: *The Prize Cases* (2 Black, 687), *Mrs. Alexander's Cotton* (2 Wall. 417), *Mauran* v. *The Ins. Co.* (6 *Ibid.* 1). The laws of war were applied in like manner to intercourse on land between the inhabitants of the loyal and the disloyal States. It was adjudged that all contracts of the inhabitants of the former with the inhabitants of the latter were illegal and void. It was held that they conferred no rights which could be recognized. Such is the law of nations *flagrante bello* as administered by courts of justice: Vattel, § 220; *Griswold* v. *Waddington* (16 Johns. 438), *Coxledge* v. *Guthrie* (8 Am. Law Reg. N. S. 20), *Coppel* v. *Hall* (7 Wall. 542), *Grasmeyer* (9 *Ibid.* 72), *Montgomery* (15 *Ibid.* 400), *Lapine & Ferre* (17 *Ibid.* 602), *Cutner* (*Ibid.* 516).

"While such was the law as to dealings between the inhabitants of the respective territories, contracts between the inhabitants of the rebel States not in aid of the rebellion were as valid as those between themselves of the inhabitants of the loyal States. Hence this case turns upon the point whether the appellant was domiciled in the Confederate States when he bought the cotton in question. When he took his departure for the South he lived and was in business at Louisville. He returned thither when Savannah was captured and his cotton was seized. It is to the intervening

tract of time we must look for the means of solving the question before us. There is nothing in the record which tends to show that, when he left Louisville, he did not intend to return, or that while in the South he had any purpose to remain, or that when he returned to Louisville he had any intent other than to live there as he had done before his departure.

"Domicile has been thus defined: 'A residence at a particular place, accompanied with positive or presumptive proof of an intention to remain there for an unlimited time': *Guer* v. *Daniel* (1 Binn. 349n). This definition is approved by Phillimore in his work on the subject, p. 13.

"By the term *domicile*, in its ordinary acceptation, is meant the place where a person lives and has his home: Story's Confl., § 41. The place where a person lives is taken to be his domicile until facts adduced establish the contrary. *Bruce* v. *Bruce* (2 Bos. & Pull. 228n), *Bempde* v. *Johnstone* (3 Ves. 201), *Stanley* v. *Barnes* (3 Hagg. Eccl. Rep. 374 437), Best on Presumptions, p. 235. The proof of the domicile of the claimant at Louisville is sufficient. There is no controversy between the parties on that proposition. We need not, therefore, further consider the subject.

"A domicile once acquired is presumed to continue until it is shown to have been changed: *Somerville* v. *Somerville* (5 Ves. 787), *Harvard College* v. *Gore* (5 Pick. 370), Wharton's Confl. of Laws, § 55. Where a change of domicile is alleged the burden of proving it rests upon the person making the allegation: *Crookenden* v. *Fuller* (1 Sw. & Tr. 441), *Hodgson* v. *De Ducheene* (12 Moore, P. C. 288). (1858.) To constitute the new domicile two things are indispensable: First, residence in the new locality; and, second, the intention to remain there. The change cannot be made except *facto et animo*. Both are alike necessary. Either without the other is insufficient. Mere absence from a fixed home, however long continued, cannot work the change. There must be the *animus* to change the prior domicile for another. Until the new one is acquired, the old one remains: Wharton's Confl. (*suprà*), and the authorities there cited. These principles are axiomatic in the law upon the subject. When the claimant left Louisville it would have been illegal to take up his abode in the territory whither he was going. Such a purpose is not to be presumed. The presumption is the other way. To be established it must be proved: 12 Moore, P. C. (*suprà*). Among the circumstances usually relied upon to establish the *animus manendi* are: Declarations of the party; the exercise of political rights; the payment of personal taxes; a house of residence, and a place of business: (Phillimore, p. 100, Wharton, § 62, and *post.*) All these *indicia* are wanting in the case of the claimant.

"The rules of law applied to the affirmative facts, without the aid of the negative considerations to which we have adverted, are conclusive against him. His purchase of the cotton involved the same legal consequences as if it had been made by an agent whom he sent to make it. Obviously, important further facts bearing on the question might easily have been put in evidence by either party. We regret that it was not done. As the case is presented, our conclusion is necessarily adverse to the appellant."—*Albany Law Journal.*

LORD COLERIDGE AND THE DENBIGH MAGISTRATES.

CERTAIN remarks made by Lord Coleridge, in hearing a case at the recent Chester Assizes, have led to the following correspondence:—

"Gallitfaenan, Rhyl, July 31.

"My Lord,—When you see my name as the writer of this you may remember that I, as the senior magistrate on the grand jury at Ruthin, publicly declined your invitation to dinner, and I have reason to believe that our Lord Lieutenant subsequently told you that he had undertaken to inform you why he and the other magistrates had determined to follow my example. The Lord Lieutenant mentioned afterwards that he had seen your lordship, and that he had decided to dine with you, so that he might try to persuade you to take the opportunity, when charging the grand jury either at Beaumaris or Carnarvon, to express your regret that you had said anything at Chester calculated to wound the feelings of the magistrates of Denbighshire. Mr West, our Lord Lieutenant, did not communicate to me the result of the request made to your lordship, but I have heard to-day that you represented to him the difficulty of such a course, and have also learnt that you did not allude to the matter either at Beaumaris or Carnarvon. I therefore consider it to be my duty to ask your lordship to express your regret in a letter, which I will publish with this.—I am, yours faithfully,

"TOWNSHEND MAINWARING.

"To the Right Honourable Lord Coleridge, Swansea."

"Welsh Circuit, Swansea, Aug. 5.

"Sir,—I might content myself with acknowledging your letter of the 31st of July, and informing you that it is not my duty to hold communication with the grand jury or any member of it, as such, except through their foreman. But I will add that to any question or remonstrance addressed to me by any gentleman in a becoming tone I should gladly reply in a corresponding spirit. To such a letter as yours I make no reply whatever but to return it, and to decline all correspondence with the writer of it.—I am, Sir, your obedient servant, "COLERIDGE.

"Mr. T. Mainwaring."

Appointments, Etc.

Mr. JAMES CHAMBERS, solicitor, of Durham, has been elected Clerk to the Elvet (St. Oswald) School Board, Durham.

Mr. HENRY FREDERICK GIBBONS has been appointed a Revising Barrister on the Midland Circuit. Mr. Gibbons took the first prize in law and history at Trinity Hall, Cambridge, in 1852, and a first class degree in law at the University of Cambridge in 1853. He was called to the bar at the Middle Temple in Trinity Term, 1853, and is author of a work on the "Equitable Jurisdiction of the County Courts," and of handy-books on the "Law of Master and Servant" and the "Law of Friendly Societies." For several years he acted as deputy-judge of the City of London Court, and was formerly an additional revising barrister.

Mr. THOMAS JONES, barrister, fifth judge of the Calcutta Small Causes Court, has been appointed Assistant Secretary to the Bengal Secretariat, in the place of Mr. R. Knight. Mr. Jones is a graduate of Trinity College, Dublin, and was called to the bar at the Middle Temple in Easter Term, 1871.

Mr. THOMAS SPOONER SODEN has been appointed a Revising Barrister on the Midland Circuit. Mr. Soden is an M.A. of Exeter College, Oxford, and was called to the bar at the Middle Temple in Trinity Term, 1862. Mr. Soden was for some time on the staff of the *Weekly Reporter.*

NEW COMMISSIONER FOR TAKING ACKNOWLEDGMENTS.

Mr. RALPH THOMAS (of the firm of Rose & Thomas), 11, Salisbury-street (County of Middlesex and the Cities of London and Westminster).

Societies.

INCORPORATED LAW SOCIEYT.

ELECTION OF COUNCIL.

At the adjourned annual general meeting held on August 10, 1875, the following gentlemen were declared elected members of the council:—

Alfred Bell, of 49, Lincoln's-inn-fields.—Nominated by Fred. Peake; Richard Mills.

Francis Thomas Bircham, of 46, Parliament-street.—Nominated by Fred. Peake; Richard Mills.

Barnard Platts Broomhead, of Sheffield.—Nominated by W. Wake; W. Smith; T. Greenwood Teale; H. Dawson.

William Strickland Cookson, of 6, New-square, Lincoln's-inn.—Nominated by Fred. Peake; Richard Mills.

Charles Claridge Druce, of 10, Billiter-square.—Nominated by Fred. Peake; Richard Mills.

Bartle John Laurie Frere, of 28, Lincoln's-inn-fields.—Nominated by Fred. Peake; Richard Mills.

Grinham Keen, of 24, Knightrider-street, Doctors'-commons.—Nominated by W. Melmoth Walters; F. S. Clayton.

Park Nelson, of 11, Essex-street, Strand.—Nominated by Fred. Peake; Richard Mills.

Henry Leigh Pemberton, of 20, Whitehall-place.—Nominated by Wm. Jas. Farrer; John V. Longbourne.

Charles Reynolds Williams, of 62, Lincoln's-inn-fields.—Nominated by Fred. Peake; Richard Mills.

William Williams, of 32, Lincoln's-inn-fields.—Nominated by Fred. Peake; Richard Mills.

Obituary.

THE LATE MR. ALFRED ROOKER.

The remains of Mr. Alfred Rooker, solicitor, ex-Mayor of Plymouth, having been brought home from Beyrout, where he died on the 27th of May last, were on Tuesday placed in the family vault in the Plymouth Cemetery. The funeral, says the *Western Morning News*, was a public one in the fullest sense of the word, and, as a demonstration of widespread and deep respect and regard, has probably had no parallel for generations. Every public body in the the town, every philanthropic institution, many religious and social associations, and a multitude of special interests were fully represented. The whole route from Sherwell Chapel to the Plymouth Cemetery, where the interment took place, was lined with spectators, and but for the unfavourable state of the weather there would no doubt have been thousands more. Nor was the demonstration confined to Plymouth. Devonport, Tavistock, Exeter, London, and many other towns were represented by gentlemen who had journeyed thence to do all that now lay in their power to show how patriotic a citizen and how upright a man had passed away. Their sentiments may be expressed in the words of the senior clergyman of the town, who recently eulogized Mr. Rooker as a "man of talent, of refinement, of cultivated mind, well read, and generous, an eloquent speaker, a gentleman, and a Christian." From the address delivered by the Rev. C. Wilson, we extract the following sketch of Mr. Rooker:—"Mr. Rooker was not an ordinary man. He possessed in an exceptional degree the qualifications for public life. Naturally gifted, his powers were disciplined by careful culture; keeping himself fully abreast with all questions of public importance, his broad and generous sympathies prompted him to take an active part in every movement that would advance the common weal. Combined with strong common sense he had a large practical acquaintance with men and things, and great kindliness and forbearance in his judgment of human conduct. And added to this was his great ability as a public speaker, marked as it was by a singular felicity of diction, by the readiness with which a vivid imagination and a variously-stored memory always responded to the want of the moment, and assisted him with apt illustration; by the forcible clearness with which he could state his opinions; and by the impassioned eloquence with which, when the occasion required it, he could excite popular enthusiasm. And yet the secret of the respect which he won, and of the great influence which he exerted, must be sought elsewhere. It is to be found, not in these qualities alone, but in his high character, in the transparent integrity of his purpose, and in the deep sense of responsibility to God which governed his life. Closely identified with all the progressive movements of the last thirty or forty years, the name of Alfred Rooker has become a household word, not in these towns merely, but beyond them. No man amongst us has lived a more public life or taken a more active and decided part in all local questions and public affairs, but, however much men may have differed from him, and however keen at times may have been the contests of opposite conviction, all unite in the acknowledgment that he has ever maintained a character of incorruptible integrity, and has left behind him a Christian reputation unstained. It is scarcely possible that our minds should not revert for a moment to that which we must now regard as the last important duty of his public life. Twelve months ago this very week, as the chief magistrate of this borough, it devolved upon him to entertain the Prince of Wales. With what courtesy and ability he did it, how indefatigable were his efforts, and how unsparing his liberality, that nothing should be wanting to make the reception of the Royal guest worthy of the town in whose welfare and reputation he was so warmly interested, you well remember. It was not an unfitting close to his civic career. The Guildhall will remain as a witness to his sagacious forethought and public devotedness. Convinced that it was needed, and believing that it would have an important influence on the future of Plymouth, with characteristic energy, and patience, and good temper he persevered in his purpose, through good report and ill, until the edifice was completed, assured that the time would come, though he might not live to see it, when there would be a hearty and unanimous testimony to the importance and wisdom of the undertaking."

MR. R. W. HUNTER.

Mr. Robert William Hunter, of the Bombay Civil Service, judge at Rutnagherry, died about a month ago. Mr. Hunter was educated at Hailoybury, and entered the service of the Bombay Government in 1854, and, after serving several judicial and other offices, was appointed a few years ago to the office of judge and sessions judge at Rutnagherry. He was extremely successful in the discharge of his judicial duties, and was much looked up to by both the European residents and the native community within his jurisdiction. He was remarkable for the soundness of his judgments, one of which, being subsequently confirmed by the Bombay High Court, was the means of terminating the disgraceful scandal of employing for the purposes of prostitution young girls who had been dedicated to the service of the idols in the Indian temples. While in England on furlough a few years ago Mr. Hunter entered as a student at Lincoln's-inn, and read for some time in the chambers of an equity draftsman, and he intended to have been called to the bar at some future time. It had been expected that he would be made a civilian judge of the High Court, and if he had lived he would probably have eventually attained to that position. He was much esteemed for his courtesy and kindness of disposition, and his premature death is a source of grief to a large circle of friends.

MR. GEORGE MARRIS.

We regret to announce the death of Mr. George Marris, solicitor, of Caistor, one of the coroners for Lincolnshire. Mr. Marris, who was nearly eighty years of age, was admitted a solicitor in 1822, and had been ever since resident at Caistor. For more than forty years he had held the post of coroner for the Caistor district of Lincolnshire, and he performed his important duties in such a manner as to earn the respect and esteem of all who knew him. He was also clerk to the Commissioners of Land, Property, and Assessed Taxes at Caistor, a perpetual commissioner for Lincolnshire, and a commissioner for taking affidavits in chancery and in all the courts of common law. He had been for many years in partnership with Mr. Charles Smith. As an instance of the regard in which Mr. Marris was held at Caistor we may mention that at his funeral (which took place on the 27th ult.) such a large number of persons assembled that many were unable to obtain admission to the church.

MR. JAMES RUST.

Mr. James Rust, barrister, of Alconbury, Huntingdonshire, died recently at the age of seventy-seven. The deceased was the second son of Mr. James Rust, J.P., a banker at Huntingdon, and was born in 1798. He was educated at Rugby under Dr. Arnold, and at University College, Oxford, where he graduated first class in classics in 1819. He was subsequently elected fellow of his college, and was called to the bar in Lincoln's-inn in Trinity Term, 1825. He practised for some years on the Oxford Circuit, and the Staffordshire and Shropshire Sessions. In 1855 (on the accession of the Duke of Manchester to the peerage), Mr. Rust entered the House of Commons as M.P. for Huntingdonshire, but retired at the general election of 1859. He took no part as a debater, but gave a steady support to the

Conservative party. He was a magistrate and deputy-lieutenant for Huntingdonshire, and was for many years chairman of quarter sessions for that county. Mr. Rust was twice married, but leaves no family.

Courts.

COUNTY COURTS.

BRENTFORD.

(Before Serjeant WHEELER, Judge.)

July 30.—*Re Styles.*

Although a receiver may obtain leave to dispose of perishable articles forming part of the debtor's estate, the court will not encourage applications by him to sell things not in their nature perishable, merely because there is a good offer for them which may not continue available until a trustee is appointed.

This was a motion *ex parte* on behalf of the receiver and manager of the estate of Mr. William Styles, boat-builder.

The material facts were as follows:—By a contract in writing dated in December, 1874, William Styles agreed to build for Mr. Humphreys a steam paddle yacht at the price of £1,000, the purchase-money to be paid by instalments regulated by the progress made in building the yacht. By another contract in writing dated in February, 1875, William Styles agreed to build for Captain Boyd a yacht at the price of £650, to be paid by instalments similarly. The sum of £674 was paid in respect of the first contract; £500 was paid in respect of the other contract, and the boats were unfinished on the 22nd of July, 1875. On the said 22nd of July William Styles filed a petition for liquidation or composition in the Brentford County Court, and Mr. Barrett was appointed receiver and manager of Mr. Styles' estate. Affidavits filed by Mr. Styles and Mr. Barrett stated in effect that more had been paid on each of the contracts than the value of the unfinished boats. Nevertheless, Mr. Humphreys offered the receiver £100 to get his yacht away and have it completed elsewhere at once, and Captain Boyd also offered a sum on similar conditions. The first meeting of creditors was fixed for the 10th of August. As the trustee could not be appointed before that time, and as the offer could not be kept open, the receiver came to the court for directions what he was to do.

Mulligan, applied that the receiver might be at liberty to hand over the yachts, as the property in them was already in the purchasers: *Woods* v. *Russell*, 5 B. & A. 942; and as the proposed terms were beneficial to the estate of the debtor.

His HONOUR.—It is of the utmost importance that the tendency of receivers to usurp the province of trustees should be checked. Their functions are separate and distinct. The function of the receiver is merely and simply to preserve and keep the property, and hand it over as it is to the trustee. He has no right to sell, and the court will not direct him to sell unless in the case of immediately perishable articles; and by perishable articles is not necessarily meant property like yachts, which will sell at a good price to-day and may not sell for so much or even for anything to-morrow, but articles which from their own inherent nature are liable to immediate decay. The circumstances of this case are no doubt peculiar. I cannot, however, give the receiver directions to transfer the yachts, but as the application seems to have been made *bonâ fide* with a view to benefit the estate of the debtor the receiver must have the costs of this application.

Solicitor, *S. Patey*.

CAMBRIDGE ASSIZES.

(Before Mr. Baron BRAMWELL.)

Aug. 7.—*Mann* v. *Ellison.*

Action against an attorney for negligence.

This was an action brought by John Mann, a stone-mason, of Cambridge, against Mr. John Ellison, solicitor, of the same place (of the firm of Ellison & Burrows), whose client plaintiff had been, to recover damages for negligence as attorney to the plaintiff.

Graham, was for the plaintiff, and

Metcalfe, Q.C., and *J. W. Cooper*, for the defendant.

Graham, in stating the case, said defendant was plaintiff's attorney, and on the 10th of November, 1874, Mann called upon Ellison and gave him instructions to recover £30 which was due to him by a person named Humm. Mr. Ellison suggested that as there were several county court judgments out against Humm it would be no good going into that court, but it would be better to issue a writ against Humm at once, and Mann distinctly told him to do so, and left with the understanding that he would. Mann called several times afterwards and found the writ had not been issued. Ellison frequently said his clerk should get the writ directly. Ultimately, however, Ellison said it would be better to proceed in the county court. Mann declined that, saying it was Ellison's own advice that judgment should be got in a superior court. Matters dragged on until the 9th of December, the day of meeting of the county court in which Ellison had taken proceedings, and then Humm went to Mann and asked him to go with him to Ellison, and solicit him not to go into court, as he had made an arrangement to settle through Mr. Bays. Mann went to Ellison's office later, and was surprised to find there Ellison in conversation with Humm and Bays. Mann was asked to take a bill at two months, but he declined, saying he wanted the money. Ellison then suggested that the bill should be at fourteen days, and Ellison altered it accordingly. Mann still refused, and then Ellison said that if Mann would not take the bill he would take it himself, then get it discounted, and pay the amount to plaintiff. Mann then went about his business, but in a few days called again, and was again put off, Ellison giving no satisfactory reason for not paying; and on the date the bill was due sent up to Mann to ask him to attach his signature to it, this not having been done previously, though Humm was there. Mann declined to sign, though Ellison's clerk called on him several times and tried to persuade him to do so. On the 21st of January Mann received notice that Humm's affairs were in liquidation, and there was an end of Mann's chance of obtaining his money. Plaintiff then said that he should look to defendant, who had by his *laches* prevented him getting his money. He now asked for damages on the part of the plaintiff, as Ellison had taken no proceedings in the superior courts, and had allowed the day of hearing in the county court to go by without obtaining judgment there.

He called the plaintiff, who repeated in detail the learned counsel's recital, saying that he distinctly gave instructions to Ellison at the first interview to issue the writ at once.

On cross-examination Mann said that the particulars of claim produced were prepared for the purposes of the writ, and not for county court proceedings.

George Etches Mills deposed that Humm had furniture, but could not say whether or no it was worth £30.

His LORDSHIP thought any negligence as to the superior court was condoned by proceedings in the county court. There was some case to go to the jury as to the not obtaining judgment in the county court, but he could not see that any damage had been sustained by Mann.

Metcalfe would rather go on in justice to his reputation. He called:—

Mr. John Ellison, who distinctly denied that Mann, on calling on him with instructions to sue, mentioned any particular court. He asked Mann for particulars, distinctly telling him that he was going to the county court, and he would solemnly swear that Mann made no objection to going to the county court. He saw plaintiff several times between the issue of the summons on the 25th of November and the day of hearing on the 9th of December, and told him to be prepared with witnesses on the 9th of December, and otherwise get up his case. A few minutes before ten on the 9th of December, Mann and Humm came to his office, and in the presence of Mr. Bays, Mann said, "We want to settle this out of court." Witness suggested a bill, prepared it, and Humm accepted it; Mann was perfectly willing to take it, making it a condition that Humm should pay the costs. Witness said he would rather go into court, as they could get judgment that day. The bill was

for £32 12s. 3d. Humm suggested two months, but Mann demurred, and eventually got Humm to agree to fourteen days. Not a word was said about discounting, he never discounted bills. He pinned the bill to the papers on the case, and the parties left. When Mann came for money, witness said the bill was not due; Humm came and said he could not meet the bill. Mr. Wallingford offered some security, which Mann first accepted and then declined. On the 29th of December, Mann told witness to issue a writ on the bill, and witness said that would have the effect of compelling Humm to file a petition, but on the 8th or 9th of January Mann instructed him to issue a writ, witness prepared the writ, but Mann would not sign his name to the bill, which he ultimately retained, and of course he did not issue the writ. On the 14th of January he told Mann that Humm had filed a petition in liquidation, and he went away saying he would have the money out of somebody. It was by Mann's distinct action that proceedings were delayed against Humm. If witness had gone on, of course he should have got the costs out of Mann.

Cross-examined: He now recollected that Humm brought the bill ready drawn at two months, and that he (witness) did not prepare it.

Joseph Humm, under-porter of Christ's College, said that on the day of hearing in the county court he went to Mann, and said he wanted to stop the matter going into court. Mann went with him to Ellison's, where Mann said, "I don't want to hurt you." Ellison said he would rather go into court. Witness offered Mann the bill, but he said the bill was no use to him. Ultimately Mann said he would take the bill if witness would pay the expenses. Witness agreed; the expenses were arranged at £2 17s. 6d., including 7s. 6d. each for two witnesses. Could not pay the bill or any one else, but had about ten pounds worth of furniture. Owed £3 10s. for rent.

Cross-examined: There were five rooms in the house all furnished. Had nine children. His place was worth a guinea and sixpence a week in money, with other privileges, such as luggage money. Mann was present in witness' house when the bill was drawn; it was before the county court, but he could not remember how long. Mann went and got the stamp. The bill was for £32 12s. 3d. The amount due to Mann was £30 7s. 9d. He could not tell how the figures in the bill were arrived at. He did not recollect anything about going to Mr. Ellison shortly before the county court day.

Re-examined: He thought his wife drew the bill. Mann said nothing to witness about what the expenses would be.

By his LORDSHIP: He was to pay the £32 12s. 3d. for the bill, in addition to the £2 17s. paid at Ellison's office. He could not remember how he got at the figures to put in the bill.

Alfred Morrell, clerk to Mr. Ellison, deposed that at Mann's first appearance at the office it was distinctly understood and explained to Mann that proceedings were to be in the county court, and witness told Mann that he should want three copies of the particulars, according to the requirements of that court.

George Bullock, trustee under Humm's liquidation, said the liabilities were £800, and there was no probability of realizing anything from the estate.

Mr. Edwin Bays, architect and surveyor, said: I was at Mr. Ellison's office on the 9th of December. Ellison suggested a bill should be given to Mann, and Humm signed a bill. Mann appeared satisfied, and certainly expressed no dissatisfaction. The bill was never mentioned until Ellison suggested it, but Ellison had first wanted to go into court.

Metcalfe urged that it was clear from the judgment summonses on record against Humm not being enforced, or Humm sent to prison under them, that the judge of the county court knew he could not pay, and that Mr. Ellison had acted like an honest and honourable man in not running up costs, which must have been paid by his client. If Mann agreed the bill should be taken to be discounted, as he had sworn he did, of course that was a manifest agreement on his part that they should not go on to judgment in the county court.

His LORDSHIP, in summing up, said that the whole question really depended upon which party was right as to what took place at Ellison's office on the 9th of December. It was to be hoped each party intended to tell the truth, but one side or the other was evidently wrong. It was for the jury to decide upon that, and also to decide upon what was the real origin of the bill upon which there had been so much contradictory evidence; and if they gave any damages they must be equivalent to what they thought Mann would have recovered if judgment had been obtained, reference being had to Humm's circumstances at the time. The case was of importance two ways. First, as affecting the reputation of Ellison, as to whether he had, out of any consideration for Humm, neglected the interests of his client; and it was important to the public also, that it should be understood, that parties consulting an attorney had a right to expect that their interests should be thoroughly attended to.

The jury, after a short consultation, found for the defendant.

Parliament and Legislation.

HOUSE OF LORDS.

Aug. 6.—PARLIAMENTARY ELECTIONS (RETURNING OFFICERS).

This Bill passed through committee.

ECCLESIASTICAL COMMISSIONERS ACT AMENDMENT.

This Bill passed through committee.

EXPIRING LAWS CONTINUANCE.

This Bill passed through committee.

EAST INDIA HOME GOVERNMENT (APPOINTMENTS).

This Bill passed through committee.

CONTAGIOUS DISEASES (ANIMALS) ACT (1869) AMENDMENT.

This Bill passed through committee.

GOVERNMENT OFFICERS' SECURITY.

This Bill passed through committee.

METROPOLITAN BOARD OF WORKS.

This Bill passed through committee.

TURNPIKE ACTS CONTINUANCE.

This Bill was read a third time.

TRAFFIC REGULATION (DUBLIN).

This Bill was read a third time.

Aug. 7.—PARLIAMENTARY ELECTIONS (RETURNING OFFICERS).

This Bill was read a third time.—On the motion of Lord ENFIELD and Earl BEAUCHAMP certain amendments were introduced, the object of which was to make the Bill applicable to Ireland, and to extend its provisions to that country.—The Bill was then passed.

ECCLESIASTICAL COMMISSIONERS ACT AMENDMENT.

This Bill passed through committee.

EXPIRING LAWS CONTINUANCE.

This Bill passed through committee.

EAST INDIA HOME GOVERNMENT (APPOINTMENTS).

This Bill passed through committee.

CONTAGIOUS DISEASES (ANIMALS) ACT (1869) AMENDMENT.

This Bill passed through committee.

SANITARY LAW (DUBLIN) AMENDMENT.

This Bill was read a second time.

MILITIA LAWS CONSOLIDATION AND AMENDMENT.

This Bill was read a third time.

GOVERNMENT OFFICERS' SECURITY.

This Bill was read a third time.

METROPOLITAN BOARD OF WORKS (LOANS).

This Bill was read a third time.

NATIONAL SCHOOL TEACHERS' RESIDENCES (IRELAND).

This Bill was read a first time.

Aug. 9.—CHIMNEY SWEEPERS.

The Commons' amendments in this Bill were agreed to.

COPYRIGHT OF DESIGNS.

The Commons' amendments in this Bill were agreed to.

NATIONAL SCHOOL TEACHERS (IRELAND).

This Bill was read a second time.

UNSEAWORTHY SHIPS.

This Bill was read a second time.

PUBLIC WORKS (LOANS).

This Bill was read a second time.

ECCLESIASTICAL COMMISSIONERS ACT AMENDMENT.
This Bill was read a third time.

SANITARY LAW (DUBLIN) AMENDMENT.
This Bill passed through committee.

EXPIRING LAWS CONTINUANCE.
This Bill was read a third time.

EAST INDIA HOME GOVERNMENT (APPOINTMENTS).
This Bill was read a third time.

CONTAGIOUS DISEASES (ANIMALS) ACT (1869) AMENDMENT.
This Bill was read a third time.

AGRICULTURAL HOLDINGS.
The Commons' amendments, with some verbal amendments, were agreed to.

JUDICATURE ACT AMENDMENT.

On the consideration of the Commons' amendments in this Bill, Lord SELBORNE complained that the amendments were presented in an almost, if not wholly, unintelligible form, and pointed out that unless they were clearly indicated in a reprint there was a danger of the House passing over slips and errors which would have to be amended subsequently. There were two points in these amendments of great importance, on which he deemed it an imperative duty to offer some observations. The first related to the repeal of that portion of the Act of 1873 which provided that no new appointment of puisne judges should be made to the Queen's Bench, Common Pleas, or Exchequer division of the High Court of Justice till the number of puisne judges should be reduced to twelve. The House of Commons had repealed that limitation on the number of the puisne judges. It was very much to be regretted that before the working of the new system could be tried there should be any alteration in that respect. It tended more than he could wish to encourage and confirm an idea, which previous experience only gave too much colour to, that no reform of the law could be reconciled with public economy—that whenever there were increased establishments those augmentations must be made perpetual, and resistance would be offered to every attempt to reconcile further improvement with the least possible amount of cost to the public. To increase the number of judges was unnecessary, and did not tend to increase the estimation in which they were held. Needless multiplication of the judges would not tend to greater expedition, energy, and efficiency in the disposal of business. In 1867 three new judges were added to the existing number, expressly that they might do the business of the election petitions—business which only occupied part of their time immediately after the general election. The Act which added them was a temporary one, and was continued from time to time till now. That having been done, in the autumn of the same year the Judicature Commission was appointed to consider, among other subjects, the number of the judges. The commission recommended no increase, but they did recommend that three judges should be taken annually from among the number of the puisne judges, and made for the year members of the Court of Appeal according to the constitution of that court which they recommended. In 1869 the deliberate opinion of the commission was that twelve puisne judges were adequate to discharge the business of the courts of first instance; and the scheme of the Act of 1873 was in perfect harmony with the report of the commission in 1869. The operation of the Act of 1873 and also of the present Bill would relieve the judges from attendance in the Court of Exchequer Chamber, which usually involved the attendance of five or six judges for four or five weeks in the year. But, besides, it should be observed that the change made by the Act of 1873 would not be sudden. At present there were fifteen judges, and, as the process of reduction to twelve would be gradual, Parliament would have an opportunity of interposing, if necessary, to prevent the reduction. He did not doubt that there was a considerable pressure of business at present; but he could not but look at that in connection with some extraordinary and exceptional cases, such as the Tichborne trials. Again, it had been the general rule that the three judges chosen in each particular year to try election petitions should not go circuit; while they were not on circuit they had the time at their own disposal, and he had been told that some of those judges who would be the last to neglect their duty had found leisure to visit remote parts of the world. It had been recommended by a committee of the House of Commons that two judges should always sit together to try election petitions; but if election petitions were not very unlike other cases there would be quite a luxurious waste of judicial power if this recommendation were adopted. If, however, the committee considered this recommendation a reasonable one, they must also consider that there was not such a heavy pressure on the common law judges. He would not object to have eighteen judges or any number that might be required if experience proved it necessary, but there was no such experience. The new arrangements and the extension of the chancery practice of single judges sitting—and if there was to be a permanent Court of Intermediate Appeal the reason why single judges should sit would obtain additional force—would be found, in his opinion, to remove that pressure of business which was complained of. He came now to the second important point. Considerable changes had been made by the House of Commons in the constitution of the Intermediate Court of Appeal. From the ordinary channels of information he had seen that, according to an amendment proposed by the Attorney-General, instead of three additional judges, only one was to be nominated by the Crown, while one or more judges might be borrowed from the Court of Queen's Bench, Common Pleas, and Exchequer, should it be necessary, to assist in the Court of Appeal. The Bill as it left that House proposed five ordinary and five *ex officio* members of the Court of Appeal. He doubted at the time the sufficiency of this tribunal, but now there were to be five *ex officio* and only three ordinary judges. Judges of first instance were to be borrowed from their respective courts, and if they could be so borrowed as to be substantially available for the increase of the strength of the Court of Appeal, this circumstance strongly confirmed his impression that it was not clear that the number of judges in the courts of first instance was absolutely required for the discharge of business there. For his part he regretted greatly the increase in the Court of Appeal of judges taken from the court of first instance, there being only three permanent judges; and it looked exceedingly like a modification of the present Court of Exchequer Chamber, the constitution of which was admittedly not satisfactory. He could not help deploring the changes made by the Bill, and the only satisfactory thing was that the measure was only to last for a single year, and that in another session the whole subject might be dealt with in a manner unprejudiced by anything which was done now. As it was, the whole question affecting courts of appeal was left in an imperfect and provisional state. He did not wish to see this question become the subject of legislation every year; but he did hope that next year the subject would be dealt with, not, as it had just been dealt with, partly from political, partly from professional motives, but with the sole aim of providing the best appellate court for the administration of justice.—The LORD CHANCELLOR said that if the hour had been earlier and the audience more encouraging he should have been glad to enter at length into some of the points mentioned by his noble and learned friend. He entirely concurred with him in regretting the form in which the Bill came back to that House. The record of amendments did not accurately represent the amendments actually made in the other House, and such inaccuracies ought to be prevented for the future. As to the length of the amendments, deducting the clauses sent down in red ink, which came back as amendments, but were only technically so, the real amendments made in the other House might be comprised in a couple of pages. One material amendment was that by which the present number of puisne judges was kept at fifteen, instead of being reduced to twelve. He was bound to say that there was the strongest possible feeling against this reduction, not only on the part of the judicial bench and the bar, as represented in the House of Commons, but also among the representatives of large communities like Lancashire. He believed the number of judges might be reduced, as a matter of trial, to twelve puisne judges if the assizes were excluded; but he had satisfied himself that with only twelve puisne judges the circuit work could not be done, even if only one judge were left to do the chamber work in London. His noble and learned friend had dwelt on the evil of any unnecessary multiplications of judges. Now, he must express his belief that the number of judges could not be reduced to the lowest point compatible with efficiency until we had broken up the system which prevailed in the common law courts of having more judges than one to sit as judges of first instance. That system, he thought, could not continue to exist. He could not concur in his noble

and learned friend's estimate of the Court of Appeal, which he believed would be a strong court, fully adequate to perform all the work which might be assigned to it.—After a few words from Lord DENMAN, the Commons' amendments without any material alteration were agreed to.

ECCLESIASTICAL FEES REDISTRIBUTION.

The Commons' amendments to this Bill were agreed to.

LUNATIC ASYLUMS (IRELAND).

The Commons' amendments to this Bill were agreed to.

NATIONAL SCHOOL TEACHERS' RESIDENCES (IRELAND).

This Bill was read a second time.

Aug. 10.—LEGAL PRACTITIONERS.

The Earl of DONOUGHMORE, in moving the second reading of this Bill, which came up from the Commons, explained that its object was to facilitate solicitors and attorneys in the recovery of their costs. The Bill consisted of only three clauses. The second of these made it lawful for any judge of the superior courts of law and equity to authorize an attorney or solicitor to commence an action for the recovery of his fees or to refer his bill of costs for taxation, although one month should not have expired from the delivery of such bill, on proof to the satisfaction of the judge that there was probable cause for believing that the party chargeable was about to quit England, or to become a bankrupt, or to liquidate. Clause 3 provided that the Bill should not apply to Ireland or Scotland.—The LORD CHANCELLOR was extremely glad to welcome his noble friend in the ranks of the law reformers. His noble friend had made a commencement with a Bill which, though not a large one, was likely to be useful. He had, therefore, great pleasure in giving his support to the Bill.—The Bill was read a second time.

REGISTRATION OF TRADE MARKS.

On the motion of the LORD CHANCELLOR, the Commons' amendments to this Bill were agreed to with some slight modifications.

NATIONAL SCHOOL TEACHERS (IRELAND).

This Bill passed through committee.

UNSEAWORTHY SHIPS.

This Bill passed through committee.

PUBLIC WORKS LOANS.

This Bill passed through committee.

NATIONAL SCHOOL TEACHERS' RESIDENCES (IRELAND).

This Bill passed through committee.

CONSOLIDATED FUND (APPROPRIATION).

This Bill was read a second time.

LOCAL AUTHORITIES LOANS.

This Bill was read a second time.

REMISSION OF PENALTIES.

This Bill was read a second time.

Aug. 11.—ROYAL ASSENT.

The Royal assent was given by commission to the following Bills:—County Surveyors' Superannuation (Ireland), Public Works Loans (Money), Pharmacy, Friendly Societies, Public Records (Ireland) Act (1867) Amendment, Public Health, Statute Law Revision, Sale of Food and Drugs, Government Officers' Security, Metropolitan Board of Works (Loans), Department of Science and Art, Militia Laws Consolidation and Amendment, Chimney Sweepers, Ecclesiastical Commissioners Act Amendment, Expiring Laws Continuance, East India Home Government (Appointments), Contagious Diseases (Animals) Act (1869) Amendment, Ecclesiastical Fees Redistribution, Lunatic Asylums (Ireland), Supreme Court of Judicature Act (1873) Amendment.

NATIONAL SCHOOL TEACHERS (IRELAND).

This Bill was read a third time and passed.

UNSEAWORTHY SHIPS.

This Bill was read a third time.

The Duke of RICHMOND moved an amendment in the 4th sub-section of clause 4, the object of which is to apportion the penalty of £500 for non-registration of managing owner among the owners of the ship in proportion to their shares in the ownership.—The amendment was agreed to, and the Bill was then passed.

PUBLIC WORKS LOANS.

This Bill was read a third time.

LEGAL PRACTITIONERS.

This Bill passed through committee.

FOREIGN JURISDICTION.

The Commons' amendment to this Bill was considered and agreed to.

CONSPIRACY AND PROTECTION OF PROPERTY.

The Commons' amendments were agreed to.

LAND TITLES AND TRANSFER.

On the order for considering the Commons' amendments to this Bill, Lord DENMAN congratulated the House and the country on the passing of the Bill.—The LORD CHANCELLOR concurred with his noble friend as to the advantages likely to result from the Bill. Those who advocated a compulsory measure would do well to explain the form in which it could be made effective. No form had hitherto been proposed in which it could be made effective. The House of Commons had dealt with great leniency towards the Bill. The amendments made by that House were very few.—The Commons' amendments were then agreed to.

SANITARY LAW (DUBLIN) AMENDMENT.

This Bill was read a third time.

NATIONAL SCHOOL TEACHERS' RESIDENCES (IRELAND).

This Bill was read a third time.

CONSOLIDATED FUND (APPROPRIATION).

This Bill passed through committee.

LOCAL AUTHORITIES LOANS.

This Bill passed through committee.

SHERIFF SUBSTITUTE (SCOTLAND).

This Bill passed through committee.

REMISSION OF PENALTIES.

This Bill passed through committee.

HOUSE OF COMMONS.

Aug. 6.—UNSEAWORTHY SHIPS.

This Bill was read a third time.

JUDICATURE ACT AMENDMENT.

On the consideration of this Bill as amended, Mr. NORWOOD moved the insertion of the following clause:—"Every barrister-at-law retained or employed for or on behalf of any suitor in either of the said courts and accepting any brief or instructions to act as counsel on behalf of or to advise any such suitor shall be entitled to sue for his fees earned in respect of such employment as for work or labour done on behalf of such suitor." He saw no reason whatever why barristers should be placed, with respect to their fees, in an altogether exceptional position. He thought it important, moreover, that they should be required to give up certain privileges which under the present system they enjoyed. He did not object to the amount of their fees, but when they accepted a sum which was taken to be an adequate remuneration for certain services they should be held to have incurred a legal liability to perform those services. One result of the present state of things was that, as between some barristers and attorneys, a system of "no cure, no pay," had grown up, the barrister receiving no fees unless he was successful.—Mr. Serjeant SHERLOCK objected to the clause because, while professing to give barristers the power of recovering their fees, it would impose on them obligations and responsibilities from which they had hitherto been exempt. It would render counsel liable to actions for alleged want of skill or diligence in conducting cases entrusted to them. When the public were anxious to retain the services of an eminent counsel, they were well aware that they might fail to secure his services, owing to the great demand made upon his time, and to his engagements in other cases. It was impossible for an advocate to be in several different places at the same time.—Mr. C. E. LEWIS concurred with the hon. member for Hull in thinking it was right that the practical evil of enormous fees being paid to barristers for which no work was done in return should be dealt with by legislation. If the bar thought they had any cause to complain in that matter, it arose from their own fault in not having proper rules for their guidance. That clause had been drawn designedly in an unobnoxious way, making the relation of barrister and client a matter of contract, so as to carry with it all those rights and liabilities on the one side and the other which necessarily followed from that relation. The Medical Act of 1858 for the first time enabled physicians to recover their fees in the same way as surgeons

and solicitors could do; and it was well known that medical men as well as solicitors were responsible for the proper discharge of their duties. An engineer who built a bridge in an unskilful way was liable to the extent of his fortune for his unskilfulness; and it was only reasonable that the man who for fee or reward undertook a duty should be held responsible for its performance, not only to the best of his skill and ability, but should be liable for any negligence in discharging it. The peculiar state of things which existed in regard to barristers sprang out of a system now long exploded. The remuneration of the profession had doubled within the last thirty years. He had in his hand a correspondence between the clerk to a distinguished Queen's Counsel and the solicitors who had engaged his services in an important appeal case which was fixed to come on in court upon the following morning, and he would read an extract or two without mentioning names. The hon. member read the following correspondence:—

"May 11, 1874.

"Mr. A. B.'s Clerk to Solicitors. Dear Sirs,—I find the leading counsel on the other side has 100 guineas marked on his brief. I take the liberty of suggesting that Mr. A. B.'s be marked the same. Would you kindly do so before he appears in the case to-morrow?—I am, Gentlemen, yours most obediently, ——"

"London, W.C., May 12, 1874.

"Solicitors to Mr. A. B.'s clerk. Sir,—This appeal stands second in the list for to-day. We have this morning received your note of last night informing us that you have ascertained that the leading counsel for the appellant has 100 guineas marked on his brief, and virtually demanding that we should increase Mr. A. B.'s fee from fifty guineas up to that amount, and indirectly conveying to us the intimation that this must be done before he appears in the case this morning. We can scarcely believe that Mr. A. B. can give his sanction to his clerk going to the clerks of the opposing counsel in any cases in which he may be retained to ascertain the amount of fees marked on their briefs, and then, if these fees are in excess of what may be marked on Mr. A. B.'s brief, utterly regardless of any special circumstances, but as a mere matter of course, to demand (as we take your letter to be a demand) that Mr. A. B.'s fee should be increased to a similar amount. If there be such combinations among counsel's clerks with the approval of the members of the bar, which we cannot for one moment believe, the result will be that solicitors will find it necessary for the protection of their clients to confer with each other before delivering briefs, with the object of marking such fees as they in their discretion shall think right, and saving their clients from such an intimation as we have received from you within a few hours probably of the case being argued.—We are, Sir, very obediently yours,

"B. & B.

"Mr. ——, clerk to Mr. A. B., Q.C., Lincoln's-inn."

The result in such cases was that a solicitor often found himself obliged to give extravagant fees to counsel, a considerable portion of which was disallowed on taxation. The evil was, in fact, twofold. In the common law courts it became necessary for a suitor to provide himself with two leaders, as well as a junior, in order to be certain that one would be present at the hearing. Counsel made professional engagements which it was impossible for them to perform, taking fees to attend in eight or ten different courts sitting at the same time, reminding one of the story told of the late Mr. C. Austin, of the parliamentary bar, who, being engaged in a number of railway cases to come on the same morning, was met coolly taking a walk in Hyde-park by one of his clients, who asked him why he was not at Westminster. "Oh," said he, "I am doing equal justice to all my clients; nobody can complain of my deserting one client for the advantage of another." Under the present system barristers were often paid hush money for the purpose of preventing their appearance on the other side. Why should the same rule not apply to the common law courts as prevailed in chancery? There, a barrister, having obtained a silk gown, attached himself to a particular court, and, according to the etiquette of the profession, did not leave it without a special fee.—The Attorney-General said that on a proper occasion he should be perfectly prepared to discuss the relations between barristers and solicitors. He did not think, however, that the present was such an occasion, and if he wanted any argument to support that assertion he would find it in the speech of the hon. member for Derry. The clause of the hon. member for Hull, he could not help thinking, was hardly germane to the subject before the House, and he appealed to the House whether it was consistent with convenience that at the end of the session so large a question as one involving the practice and custom existing between solicitors and the bar should be changed by a clause in a Bill which had nearly reached its final stage. He, for one, did not propose to enter into the discussion of the question that evening. The hon. gentleman who had just sat down had paid a compliment to the chancery bar, but he declined to accept that compliment at the expense of his brethren of the common law bar, who, he believed, were as upright and honourable as the members of the equity branch of the profession. He would, under the circumstances, appeal to the House whether it was desirable to proceed further with the discussion.—Mr. Watkin Williams thought nobody could have listened to the speeches of the hon. members for Hull and Derry without feeling that they had raised a question of deep interest. He hoped, however, the clause would not be pressed to a division, or further discussion upon it invited at so late a period of the session. Speaking frankly on the subject, he felt bound to admit that there was a great deal of truth in the complaints which had been made by those hon. members, and many members of the profession deeply deplored the evils to which they referred, and were most anxious to devise some remedies to clear themselves from such imputations.—Mr. Gregory, as a solicitor of many years' experience, could not help saying that there was much cause for such a motion as that of the hon. member for Hull. Whether the clause which he proposed was the proper remedy for the evils which existed was another question. The solicitor was sometimes placed in a most painful position as matters stood, it being his duty to have regard to the interests of his client on the one hand, while upon the other hand he had to pay fees which he might deem excessive to secure the services of counsel. He was aware that the evils complained of had grown up as part of a system, and in his younger days they had been by no means so prevalent. Something like a demoralizing influence had, he was afraid, been introduced among the bar of England at the time when railway speculation became so rife, when barristers came to be feed for the purpose of rendering their services unavailable to others, thus leading up to the practice of the clerks of counsel in many instances demanding fees which their employers would hardly sanction. There was no doubt, he might add, that at the common law bar there was no arrangement now existing by which the services of barristers could be secured in the cases for which they had been retained. The members of the bar were, no doubt, as honourable as they had ever been, but then there could be no doubt that briefs were sometimes taken somewhat recklessly, and when there was little probability that they could be satisfactorily attended to. He should like, therefore, to see some such arrangement made in the common law courts as that which prevailed in chancery. Hoping that the members of the bar would be able to devise some scheme of the kind among themselves, he would appeal to the hon. member for Hull not to press his motion to a division.—Mr. Mitchell Henry should support the motion, for in his opinion remuneration at the bar, as in every other walk of life, should be based upon contract.—Mr. Norwood begged to give notice that if the subject was not taken up by some hon. and learned gentleman, he would, next session, move for leave to introduce a Bill, when the whole question could be fairly and properly discussed.—Mr. Russell Gurney rose to say a word for the common law bar, with which for many years he had been connected. There had been a considerable change in the practice of the profession of late, and there were now grounds of complaint which in his early days were never heard of. There was then nothing like bargaining for fees. He always understood when he began to practise that a barrister was bound to take any fee marked upon his brief. The thing which had led to the evil complained of was that men practising in the Courts of Queen's Bench, Common Pleas, or Exchequer, and confining themselves to those courts, were no longer able to secure presence in them when cases they were engaged in were

called on. For some years past there had been two courts in the Queen's Bench, Common Pleas, and Exchequer, and though a man might have prepared himself for a particular case in the Queen's Bench, he might suddenly find that it had been transferred to another court. That had led to a great increase of the evil, which was not the fault of the bar.—The motion was withdrawn.

The ATTORNEY-GENERAL moved, in clause 2, page 1, line 25, after the word "appeal," to insert the following words:—"Or in any case in which leave to appeal shall be given by the Court of Appeal."—The amendment was agreed to.

The ATTORNEY-GENERAL moved in clause 4, page 2, line 23, to leave out the word "five" in order to insert the word "three." He said it had been intended that in addition to the two judges of appeal and the *ex officio* judges there should be three additional judges. He now proposed to make it one additional judge, but to introduce words to enable the Lord Chancellor to apply to the heads of one or more of the common law divisions for the aid of a judge when it might be deemed necessary.—Sir H. JAMES proposed to add to the Attorney-General's amendment this provision:—"That no judge of the said Court of Appeal shall sit as a judge over the hearing of an appeal from any judgment or order made by himself, or made by any divisional court of the High Court of which he was or is a member."—The ATTORNEY-GENERAL had been under an impression that the object of this amendment was otherwise attained, but, as it might be open to question, he would accept the amendment.—The amendment was agreed to; and the Attorney-General's amendment, as thus amended, was also agreed too.

The ATTORNEY-GENERAL moved, in clause 4, page 3, line 1, to leave out from "provided" to "committee" in line 11, both inclusive.—The amendment was agreed to.

The ATTORNEY-GENERAL then moved in clause 5, page 3, line 19, after "every" to insert "person appointed after the passing of this Act to be." The object was to prevent the necessity for the existing judges again taking the oath of allegiance.—The amendment was agreed to.

The ATTORNEY-GENERAL then moved a series of amendments relating to the Registrar of Admiralty and Ecclesiastical Causes. Mr. Rothery was at present Joint-Registrar in Admiralty and Ecclesiastical Causes. The Admiralty business was under the Bill to be transferred, while the ecclesiastical business would remain with the Privy Council. The object of the amendments was mainly to allow Mr. Rothery to discharge his duties separately and not jointly.—The amendments were agreed to.

The ATTORNEY-GENERAL then moved, in clause 17, page 8, line 39, after "England" to insert "the Master of the Rolls, the Lord Chief Justice of the Common Pleas, the Lord Chief Baron of the Exchequer, and the Lords Justices of Appeal in Chancery or any five of them." The object was to give greater security for the proper consideration of the rules, so that they should have the consent of five out of seven of the *ex officio* judges and the consent of a majority of the other judges.—The amendment was agreed to.

The ATTORNEY-GENERAL moved, in clause 18, page 10, line 5, to add a proviso that the judge of the Probate and Divorce Court should still retain the power of making rules and regulations for non-contentious or common-form business.—The amendment was agreed to.

Mr. GORST moved the omission of rule 12.—The rule was, however, agreed to.

Sir H. JAMES moved, after rule 55, the following proviso: "Provided that where any action or issue is tried by a jury in the Queen's Bench, Common Pleas, or Exchequer Division of the High Court, the costs shall follow the event, in the manner heretofore existing in the superior courts of common law, unless, upon special application and for good cause shown, the judge before whom such action or issue is tried, or the court, shall otherwise order."—The motion was agreed to.—Mr. GREGORY moved an amendment to the effect that the court should have the power of deciding whether the costs should be costs between party and party, or between solicitor and client.—The ATTORNEY-GENERAL opposed the amendment, which, he said, had been discussed on the committee of the Bill.—Mr. WATKIN WILLIAMS, Mr. LEEMAN, and Mr. JACKSON supported the amendment.—On a division the amendment was rejected by 85 to 45.

The ATTORNEY-GENERAL moved three verbal amendments in reference to the rules relating to vacation judges.—The amendments were agreed to.

On the motion of Mr. WATKIN WILLIAMS, the Bill was re-committed for the purpose of inserting a clause allowing appeal on interpleader. The bill subsequently passed through committee.

LOCAL AUTHORITIES LOANS.

This Bill passed through committee.

AGRICULTURAL HOLDINGS (ENGLAND).

This Bill was read a third time.

Aug. 7.—RESTRICTIONS ON PENAL ACTIONS.

This Bill, as amended, was considered and read a third time.

REGISTRATION OF TRADES' MARKS.

This Bill passed through committee, and was read a third time.

LAND TITLES AND TRANSFER.

The House went into committee on this Bill.

On clause 41, the ATTORNEY-GENERAL said that when this Bill was last in committee [June 23] his amendment was under consideration. He had proposed an amendment in page 14, line 6, after the word "registrar," to insert the words "regard being had to the rights of the several persons interested in such land, and in particular to the selection of such person as may for the time being appear to the registrar to be entitled according to law to be so appointed." He still thought his amendment was the best that could be adopted, and that it would be better to leave the registrar to select the proper person to be registered.—Mr. JACKSON regretted that the Attorney General insisted on his amendment. He believed it would to some extent defeat the object of the Bill, which was to provide a cheap transfer for small properties.—The amendment was agreed to, and the clause ordered to stand part of the Bill.

Clauses up to 79 inclusive were ordered to stand part of the Bill.

On clause 80, which states that, subject to any registered estates charges or rights, the deposit of the land certificate in the case of freehold land, and of the office copy of the registered lease in the case of leasehold land, should, for the purpose of creating a lien on the land to which such certificate or lease relates, be deemed equivalent to a deposit of the title-deeds of the land, Mr. JACKSON moved to omit the clause. He believed it was inconsistent with the object and scope of the Bill.—The ATTORNEY-GENERAL said the hon. gentleman had given such a support to the Bill that he was sorry to have to stand by the clause. It would give an additional facility in many cases to the raising of money for temporary purposes, and he was unable to see any objection to it.—Mr. MARTEN hoped the opposition would not be persisted in.—On a division the amendment was rejected by 49 to 35.—The clause was then agreed to, as were clauses up to 104.

On clause 105, Mr. MARTEN moved an amendment, providing that the registrar should hold his office during good behaviour. He argued that as some of the duties of the registrar would be of a judicial character, he ought to hold his office on the same terms as the judges, and not as an ordinary civil servant.—The ATTORNEY-GENERAL could not accept this amendment, which, he said, would be contrary to the general scope and purport of the Act, the intention of which was to place the registrar in the same position as parliamentary counsel, secretaries to the Treasury, and other officers of the kind, who no doubt in form held office at pleasure, but practically during good behaviour.—The amendment was withdrawn, and the clause as amended was added to the Bill.

The remaining clauses having been agreed to,

The ATTORNEY-GENERAL moved a new clause providing for the registry of land below high-water mark after one month's notice to the Board of Trade.—The clause was agreed to.

Mr. MARTEN moved a new clause, giving power to remove land from register, which, he said, was approved by the hon. member for Sussex (Mr. Gregory).—Mr. JACKSON expressed an opinion that without a provision of this kind the Act would be a dead letter.—Mr. S. HILL could not conceive anything more calculated to create confusion.—The ATTORNEY-GENERAL reminded hon. members that the House of Lords, after full consideration, had come to the conclusion that it was not desirable to give this power.

No sufficient reason had been adduced in support of the clause.—The clause was negatived.

The Bill then passed through committee.

EMPLOYERS AND WORKMEN.

The Lords' amendments to this Bill were considered and agreed to.

CONSPIRACY AND PROTECTION OF PROPERTY.

The Lords' amendments to this Bill (see *ante*, p. 776) were considered and agreed to.

LOCAL AUTHORITIES LOANS.

This Bill, as amended, was considered, and was read a third time.

FOREIGN JURISDICTION.

This Bill was read a second time.

DEPARTMENT OF SCIENCE AND ART.

This Bill was read a third time.

Aug. 9.—LAND TITLES AND TRANSFER.

On the consideration of this Bill as amended, Mr. GREGORY moved the insertion of a clause enabling the registered proprietor of any land entered on the register of title to remove it from the register with the consent of all persons appearing by the register to be interested in such land. Without such a provision many persons would be deterred from placing their land on the register, and his object in moving the clause was to make the measure workable and to increase its operation.—Mr. JACKSON supported the clause.—The ATTORNEY-GENERAL said that that question had been considered and disposed of by the House on Saturday last, and it was rather hard that it should be brought forward again so soon.—He must oppose the clause.—On a division the clause was rejected by 81 to 49.

The remaining amendments were agreed to, and the Bill was read a third time.

FOREIGN JURISDICTION.

This Bill passed through committee, and was read a third time.

JUDICATURE ACT AMENDMENT.

On the motion of the ATTORNEY-GENERAL, the House agreed to the Lords' amendments to the Commons' amendments to this Bill.

PARLIAMENTARY ELECTIONS (RETURNING OFFICERS).

The Lords' amendments to this Bill were agreed to.

Aug. 11.—INCREASE OF THE EPISCOPATE.

This Bill was withdrawn.

PUBLIC WORKS LOANS.

The Lords' amendments to this Bill were considered and agreed to.

NATIONAL SCHOOL TEACHERS (IRELAND).

The Lords' amendments to this Bill were considered and agreed to.

UNSEAWORTHY SHIPS.

The Lords' amendment to this Bill were considered and agreed to.

AGRICULTURAL HOLDINGS.

Mr. HUNT, in moving that the Lords' amendments be considered, said that they were purely amendments suggested by the draftsman.—The Lords' amendments were then agreed to.

COPYRIGHT OF DESIGNS.

The Lords' amendment to the Commons' amendment was considered and agreed to.

OFFENCES AGAINST THE PERSON.

Several of the Lords' amendments to this Bill were agreed to.

On the motion of Mr. CHARLEY, the Lords' amendment striking out clause 4 was disagreed with after a brief discussion.

Sir Richard Garth, the new Chief Justice of Bengal, has been entertained at a banquet by the members of the Calcutta bar.

ON THE 28TH ULT., the election of *Batonnier* of the advocates of the Court of Appeal at Paris took place, and M. Lenard, the retiring *Batonnier*, was re-elected.

Legal Items.

The *Chicago Legal News*, edited by Mrs. Myra Bradwell, thus discourses of the success achieved by a lady practitioner at the Chicago bar:—"We are glad to note the fact that Miss Hulett, of the Chicago bar, is succeeding well in her practice. She appears before Judge Blodgett, of the United States District Court, in a bankruptcy case, in the Circuit Court in a common law case before a jury, in the Probate Court in a contested will case, and before the Chancellor in a divorce case, with the same easy manner and confidence that she would before a justice of the peace, and with an ability much above the average lawyer. In debate she is able, ready, and never taken by surprise."

In a case of *Mallam* v. *Attree*, at the Gloucester Assizes on Tuesday, a jury returned an extraordinary series of verdicts in an action brought by Mr. P. Mallam, landlord of the King's Arms Hotel, Oxford, against Mrs. Attree, of Brighton, to recover the amount of an hotel bill incurred by her. The bill amounted to £117, and Mrs. Attree disputed payment on the ground that the goods were supplied by the hotel manager, not on her credit, but on that of the Great Western Railway Company. The company, however, repudiated their liability. The judge, in a careful summing up, directed the jury to consider, first, whether Mrs. Attree was or was not liable; then, if she was, whether for the whole or only a part of the debt, and if for only a part, for what proportion. The jury, after having retired for thirty-five minutes, returned into court, and announced as their verdict that the Great Western Railway Company were liable to the amount of £100. The judge pointed out to them that they were not to decide upon the liability or otherwise of the company, who were not represented in the case. The jury then, after considering their verdict, announced that they found a verdict for the defendant for £100. The judge then instructed them that the defendant did not claim anything, but simply contended that she was not indebted; and the jury then returned a third version of their verdict, to the effect that they thought the Great Western Company were liable for all except some personal extravagances of the lady, which they would estimate at £17, or less if his lordship pleased. Ultimately a verdict was returned for the plaintiff for £17, upon which basis his lordship advised the parties to come to a settlement between themselves, otherwise he should report the verdict as unsatisfactory.

Mr. Crompton Hutton, judge of the Bury County Court, has been delivering a strong opinion on the purchase of expensive family Bibles by colliers and colliers' wives. In a case between a bookseller and his agent with reference to the sale of family Bibles, to be paid for by instalments, his honour, says the *Manchester Guardian*, examined the papers which had been signed by the purchasers in what turned out to be rejected orders. One of them he found signed by a collier's wife, who had, said the judge, no business to buy a Bible at £3 for her husband. Another was signed by a collier. Of course, if a man thoroughly understood it, and was able to do it, a labouring man, however foolish and improper it might be, had a right to buy a Bible for £3. But such people could get very good Bibles, he should think, for between 2s. 6d. and 10s., and here it was the object to make them agree to buy Bibles for which £3 were charged. That, he considered, was a most discreditable transaction both on the part of the defendant and his principal. When people like those from whom these rejected orders came bought Bibles at such a price, it was not likely they would pay. The defendant had previously paid back the 7s. on orders that could not be completed, and therefore it was quite clear he was liable to pay in this instance. There would be a verdict for the plaintiff for the amount claimed. It was an infamous trade, selling to poor people Bibles which were not fit for their station—for canvassers to be sent round to induce them to buy such Bibles, instead of leaving the people to go to the shops and buy goods fit for their station. To mark his disapprobation of this infamous trade, he would not allow the plaintiff costs, nor make any order for imprisonment. He was determined, in every way he possibly could, to discountenance this kind of trade.

On Thursday the Temple authorities commenced the

long-talked-of series of additions known in the Act of Parliament obtained by that body as the "Harcourt and Plowden Buildings Extension Improvements." The want of accommodation in the Temple has for some time past been a matter of serious consideration to the governing body, occasioning, as it did, the continuous refusal of eligible applicants. In order to carry out effectually their proposed scheme, and to avoid the necessity of trenching unduly on the grounds of the Temple gardens, the authorities have resolved to terminate their building operations at the limit of the old water boundary, viz., a distance of 130 feet from the embankment. Built in the late Renaissance style of architecture, and of Portland stone, with a frontage to the embankment of 130 feet, a depth of eighty-five feet, and a height of sixty feet to the main cornice, the building will, in addition to forming a marked feature from the river, have the effect of hiding the unsightly structure whose accommodation it is purposed so materially to augment. Through the centre portion of the building, which projects some feet in advance of the wings, and which is carried up to the main cornice and surmounted by an elaborate two-light dormer, Middle Temple-lane will, by means of a lofty arch rising to the height of the second floor, be continued into the gardens. Recesses to enable carriages to turn, which is at present impossible, will be constructed beneath the archway. The archway will be ornamented by rich mouldings, and flanked on either side by a life-size figure of a Templar in full armour. On each story two round-headed windows, separated by caryatides, with panelling and medallion, will be placed. Finishing above the main cornice with a domed roof, the corners of the building will terminate with small round turrets, between which, on either side, will be a bay rising its entire height, and finishing with a three-light dormer. Surrounding the building an ornamental cornice and parapet will run, and the windows, which will be square-headed, with carved panels at sides and heads, will be ornamented with wreaths. A balcony will run round above the second floor, and the roof will be a slate one with ornamental ridge. The plans are the joint production of Mr. E. M. Barry, R.A., and Mr. J. B. St. Aubyn, under whose superintendence the works will be carried out.

Spanish jurists, says the *Albany Law Journal*, are beginning to take a lively interest in the English jury system, and to advocate its adoption in Spain. Three recent books have appeared, respectively, by Senor Pinilla, Senor Rodrigues, and Don José Fernandez. The first is devoted to the discussion of the establishment of juries in Spain, setting forth the advantages from both a judicial and political point of view, and giving an account of the organization, composition, and power of the jury. Senor Pinilla thinks he finds traces of the early existence of the jury in Spain, in the "Fueros" of the towns, and in some old institutions still existing, such as the water jury at Valencia. Senor Rodrigues' book belongs chiefly to the domain of comparative legislation, but presents a strong argument in favour of the English jury in preference to the French, Swiss, or even the recent Spanish system. Senor Fernandez's work is entitled "*El libro del Jurado o Sea Procedimento Criminal ante el Tribunal del Jurado*," and is a rather more practical treatise than the others. He gives a general outline of penal law according to the Spanish Code of 1870; he then devotes a section to the composition, competency, &c., of the jury; another to the preparatory formalities for constituting the jury; another to the challenge, swearing, &c., of the jury, and another to the modes of revising verdicts, &c.

Law Students' Journal.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION, 1876.

(Under 23 & 24 Vict. c. 127, s. 9.)

The elementary works selected for the intermediate examination of persons under articles of clerkship executed after the 1st of January, 1861, for the year 1876, are—

Chitty on Contracts, chapters 1, 2, and 3, with the exception, in chapter 3, of section 1, relating to contracts respecting real property. 8th or 9th editions.

Williams on the Principles of the Law of Real Property. 8th, 9th, 10th, or 11th editions.*

Haynes' Outlines of Equity. 3rd or 4th editions.

Mercantile Bookkeeping.—The examiners deal with this subject generally, and do not in their questions confine themselves to any particular system.

Candidates are required by the judges' orders to give to the Incorporated Law Society one calendar month's notice† before the commencement of the term in which they desire to be examined. Candidates are also required to leave their articles of clerkship and assignments (if any), duly stamped and registered, seven clear days before the commencement of such term, together with answers to the questions as to due service and conduct up to that time.

Candidates may be examined either in the term in which one-half of their term of service will expire, or in one of the two terms next before, or one of the two terms next after one-half of the term of service under their articles.

The examinations are held in the hall of the Incorporated Law Society, Chancery-lane, London, in Hilary, Easter, Trinity, and Michaelmas Terms.

PUBLIC COMPANIES

GOVERNMENT FUNDS.

Aug. 13, 1875.

3 per Cent. Consols, 95¼	Annuities, April, '85, 9⅞
Ditto for Account, Sept, 95¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 95¼	Ex Bills, £1000, 2½ per Ct. 7 pm
New 3 per Cent., 95½	Ditto, £500, Do, 7 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 7 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per Ct. (last half-year), 259
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	Ditto or Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 103¼	Ditto, 5½ per Cnt., May, '79 98
Ditto for Account, —	Ditto Debentures, 4 per Cent, April, '64
Ditto 4 per Cent., Oct. '88, 106½	Do. Do., 5 per Cent., Aug. '73
Ditto, ditto, Certificates —	Do. Bonds, 4 per Cent. £1000
Ditto Enfaced Ppr., 4 per Cent. 92	Ditto, ditto, under £1000
nd. Enf. Pr., 5 p C., Jan. '72	

RAILWAY STOCK.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	119½
Stock	Caledonian	100	117
Stock	Glasgow and South-Western	100	111
Stock	Great Eastern Ordinary Stock	100	48½
Stock	Great Northern	100	141½
Stock	Do., A Stock*	100	161
Stock	Great Southern and Western of Ireland	100	112
Stock	Great Western—Original	100	116
Stock	Lancashire and Yorkshire	100	140 x d
Stock	London, Brighton, and South Coast	100	119½
Stock	London, Chatham, and Dover	100	24¼
Stock	London and North-Western	100	149½
Stock	London and South Western	100	120½ x d
Stock	Manchester, Sheffield, and Lincoln	100	80½ x d
Stock	Metropolitan	100	98½ x d
Stock	Do., District	100	38
Stock	Midland	100	149
Stock	North British	100	97½
Stock	North Eastern	100	178
Stock	North London	100	117
Stock	North Staffordshire	100	72
Stock	South Devon	100	63
Stock	South-Eastern	100	12½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

On Thursday the Bank rate of discount was reduced to 2 per cent., being the lowest rate at which the directors ever accede to. Similar rates were adopted from July 25, 1867, to November 19, 1868, and July 13, 1871. In the open market bills at two and three months ruled at 1⅞ to 1¾ per cent., and short loans on Consols at 1 per cent. In the English railway department most of the stocks were steady, and many are quoted at a rise for the next account. In the

* It is expected that a further edition (11th) will be published shortly.

† FORM OF NOTICE.—Notice is hereby given that A.B., of who is now under articles of clerkship to C.D., of [*or*, who has served under articles of clerkship to C.D., and is now serving under an assignment of such articles of clerkship to E.F., *or*, as the case may be], intends to apply in Term next for intermediate examination.

[Signature of Candidate.]

Dated the day of , 187 .

foreign market there has not been much fluctuation in prices except in Peruvians, which have fallen considerably since last week, especially the 5 per cents. Bank shares have risen. Consols closed on Thursday 94⅝ to 94¾, and 94⅞ for next account.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Messrs. EDWIN FOX & BOUSFIELD.

Paddington—Nos. 314, 316, 318, and 320, Edgware-road, freehold—sold for £7,780.

Freehold ground-rents of £255 per annum—sold for £7,820.

Nos. 334 and 336, Edgware-road, and a ground-rent of £6 per annum, freehold—sold for £3,130.

Copyhold ground-rents of £240 per annum—sold for £4,400.

Southwark—No. 35, Temple-street, and No. 22, Surrey-row—sold for £145.

By Messrs. C. C. & T. MOORE.

Peckham—Nos. 134 and 136, Rye-lane, term 55 years—sold for £700.

Limehouse—The reversion to eight houses in Conder-street, valued at £800 per annum, term 8½ years—sold for £630.

Walthamstow—Nos. 2 and 3, East-street, freehold—sold for £400. Solicitors: Robinson, Son, & Edmonds.

Mile-end—No. 3, Alderney-road, term 74 years—sold for £325.

Nos. 1, 2, and 3, Coolhurst-villas, term 38 years—sold for £720. Solicitors: Turner & Son.

Southend — Queen's-road, a plot of land—sold for £240. Solicitor: J. W. Marsh.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COOKE—Aug. 8, at 9, Albion-road, South Hampstead, the wife of G. J. Foster Cooke, barrister-at-law, of a son.

HODSON—Aug. 3, the wife of Herbert R. Hodson, barrister-at-law, of a son, stillborn.

MOORE—Aug. 5, the wife of Robert Moore, of Talbot Lodge, Muswell-hill, N., and 47, Mark-lane, E.C., solicitor, of a daughter.

PIPER—Aug. 3, the wife of J. P. Piper, Bedford, solicitor, of a daughter.

MARRIAGES.

CROSS—DRIFFIELD—Aug. 5, at the parish church, Prescot, Lancashire, Henry Cross, solicitor, Prescot, to Rose Margaret, eldest daughter of the late Walter Wren Driffield, solicitor, of Prescot and Liverpool.

DAVISON—KRECKLER—July 1, at St. Cyprian's Church, Kimberley, South Africa, Charles Frederic Davison, of the Inner Temple, barrister-at-law, to Bertha Maria Theresia, youngest daughter of the late J. C. H. Kreckler, of Hamburgh.

LOUGHBOROUGH—WILLIAMS—Aug. 7, at St. Mark's Church, Marylebone-road, Arthur Loughborough, of Lincoln's-inn, barrister-at-law, to Elizabeth Anne Wynn Williams, eldest daughter of Arthur Wynn Williams, of 1, Montagu-square Hyde-park.

MEARS—PEEL—Aug. 7, at the parish church, Watlington, Oxon, T. Lambert Mears, of the Inner Temple, to Alice Catherine, eldest daughter of J. H. Westcar Peel, of Watlington.

STRICKLAND—ALFORD—July 6, at St. Paul's-church, Portland-square, Bristol, Nathaniel Strickland, of Bristol, solicitor, to Harriette Lucretia, elder daughter of the Rev. George Alford, Vicar of St. Paul's, Portland-square, Bristol.

WINTERBOTHAM — MICKLEM — Aug. 10, at Lee Chapel, William Howard Winterbotham, of 61, Carey-street, Lincoln's inn, to Elizabeth, eldest daughter of Thomas Micklem, of 35, Lee-park, Blackheath.

DEATHS.

KREISA—Aug. 4, at his residence, Orlitz Lodge, Fulham, London, Alfred George Kreisa, of 25, Bury-street, St. James' London, and The Garfawr, Guildsfield, near Welshpool, Montgomeryshire, last surviving brother of Mrs. Creswell, The Vicarage, Radford, Notts, aged 60.

MOUNT—Aug. 3, at Wingham House, Wingham, Kent, Richard Minter Mount, formerly of Canterbury, solicitor, aged 71.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Aug 10, 1875.

Bailey, Henry Edwin, and John Hubert Child, 51, Sloane st, Knightsbridge, Middlesex, Attorneys and Solicitors. July 31

Edwards, John Hawley, jun, and John William Broughall, Shrewsbury, Salop, Attorneys and Solicitors. July 31

Hand, Lewis, Henry Hand, and George Johnson, 22, Coleman st, London, Attorneys and Solicitors. June 25

Winding up of Joint Stock Companies.

FRIDAY, Aug 6, 1875.

LIMITED IN CHANCERY.

Brentwood Brick and Coal Company, Limited.—By an order made by V.C. Malins, dated July 27, it was ordered that the voluntary winding up of the above company be continued. Neal, Pinners' Hall, Old Broad st, solicitor for the petitioner.

E. Broquant and Company, Limited.—The M.R. has, by an order dated June 15, appointed William Coomber Harvey, Gresham buildings, Basinghall st, to be official liquidator.

E. Broquant and Company, Limited.—Creditors are required, on or before Oct 4, to send their names and addresses, and the particulars of their debts or claims, to William Coomber Harvey, Gresham buildings, Basinghall st. Wednesday, Nov 3, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Ely Paper Company, Limited.—V.C. Malins has, by an order dated July 23, appointed Edward Gustavus Clarke, Lothbury, to be provisional official liquidator.

Hertfordshire Brewery Company, Limited.—Creditors are required, on or before Sept 10, to send their names and addresses, and the particulars of their debts or claims, to William Sharp, Cornhill. Friday, Oct 29, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Nassau Phosphate Company, Limited.—By an order made by V.C. Hall, dated July 30, it was ordered that the above company be wound up. Roy and Cartwright, Lothbury, solicitors for the petitioner.

TUESDAY, Aug 10, 1875.

LIMITED IN CHANCERY.

British, Colonial, and Foreign Property Insurance Corporation, Limited.—Petition for winding up, presented Aug 9, directed to be heard before the M.R. on the first petition day in November. Basil, Queen's buildings, Queen Victoria st, solicitor for the petitioner.

British Guardian Life Assurance Company, Limited.—Petition for winding up, presented Aug 4, directed to be heard before V.C. Bacon on the first petition day in November. Pattison and Co, Lombard st, agents for Bond, Newcastle-on-Tyne, solicitor for the petitioner.

British Seaweed Company, Limited.—By an order made by the M.R, dated July 30, it was ordered that the above company be wound up. Chauntrell and Co, Lincoln's inn fields, solicitors for the petitioner.

Cadogan Advance Company, Limited.—By an order made by V.C. Malins, dated July 31, it was ordered that the voluntary winding up of the above company be continued. Wreatmore, Chancery lane, solicitor for the petitioners.

Cape Breton Company, Limited.—By an order made by V.C. Malins, dated July 31, it was ordered that the above company be wound up. Norton and Co, Coleman st, solicitors for the petitioners.

Ely Paper Company, Limited.—By an order by V.C. Malins, dated July 31, it was ordered that the above company be wound up. Clarke and Co, Lincoln's inn fields, agents for Fussell and Co, Bristol, solicitors for the petitioner.

Lisbon Steam Tramways Company, Limited.—V.C. Malins has, by an order dated July 23, appointed Frederick Whinney, Old Jewry, to be official liquidator. Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims to the above. Thursday, Nov 4, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Wedgwood Coal and Iron Company, Limited.—V.C. Malins has, by an order dated Aug 2, appointed Frederick Bertram Smart, Cheapside, to be the provisional official liquidator.

West Hartlepool Iron Company, Limited.—By an order made by the Court of Appeal in Chancery, dated July 30, it was ordered that the order dated July 10 be varied, and instead thereof that the voluntary winding up of the company be continued. Jarvis, Chancery lane, agent for Hutchinson and Lucas, Darlington, solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug 6, 1875.

Abram, William, Middle Temple lane, Law Stationer. Oct 1. Abram v Abram, V.C. Hall. Merriman, King's Bench walk

Otway, John, The Grove, Stratford, Essex, Solicitor. Sept 30. Otway v Currie, V.C. Hall. Glynes, Mark lane

TUESDAY, Aug 10, 1875.

Atkinson, Elizabeth, Clyde Villa, St John's wood. Oct 15. Atkinson v Barker, V.C. Malins. Pedley, Bush lane

Blanchard, William, Cowley st, Westminster, Printer. Oct 10. Blanchard v Backhouse, M.R. Ryland, Lincoln's inn fields

Brereton, Richard Anthony, Mate. Oct 30. Brooks v Harris, V.C. Malins

Cook, William, Norwood, Surrey, Esq. Oct 1. Brinsley v Cook, V.C. Hall. Burney, Chancery lane

Harrison, Hugh, Apoleby, Westmorland, Gent. Oct 1. Fulton v Andrew, V.C. Bacon. Hughes, Chapel st, Bedford row

Hodgson, Adam, Scarthwaite, Lancashire. Sept 30. Hodgson v Fox, V.C. Malins. Hargreaves, Durham

Johns, Tremenheere, Helston, Cornwall, Esq. Sept 30. Johns v Browne, V.C. Malins. Pitfield, Gray's inn square

Lee, Joseph, Coleshill, Warwick, Farmer. Sept 30. Thornton v King, M.R. Shaw, Tamworth

Newing, John, Greese st, St Pancras. Sept 30. Newing v Newing, V.C. Malins. Clarke, New square, Lincoln's inn

Robinson, Robert, Beathwaite green, Levens, Westmorland, Innkeeper. Nov 2. Robinson v Robinson, M.R.

Stewart, Francis, Surbiton hill, Surrey, Gent. Sept 30. Stuart v Kirkwood, V.C. Hall. Francis, Monument yard

Taylor, Richard, Preston, Lancashire, Brick Maker. Oct 1. European Assurance Society v Warbrick, M.R. Sharp, Lancashire

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug 6, 1875.

Ambler, Henry, Watkinson Hall, Ovenden, York, Gent. Sept 25. Craven and Co, Halifax

Armstrong, Hugh Clayton, Newcastle-upon-Tyne, Timber Merchant. Sept 30. Dees, Newcastle-upon-Tyne
Boucher, Phœbe, King's heath, Worcester. Sept 24. Flewker and Page, Wolverhampton
Boulton, Jane, Stourbridge, Worcester. Sept 1. Boulton
Brown, Thomas, sen, Glan-y-cafn, Monmouth, Maltster. Aug 12. Walford and Gable, Abergavenny
Carter, Edward Herbert, Leadenhall st, Stationer. Sept 20. Downing, Basinghall st
Cotterill, Ann, Alstone, Worcester. Sept 4. Wilton and Riddiford, Gloucester
Fife, John, Reedsmouth, Northumberland, Major 10th Hussars. Oct 1. Brown, Newcastle-upon-Tyne
Firmin, Philip Venner, Strand, Button Manufacturer. Sept 15. Ford and Lloyd, Bloomsbury square
French, James, Bath, Carpenter. Sept 29. Gibbs, Bath
Harrison, George, Birkenhead, Cheshire, Esq. Sept 6. Robinson and Preston, Lincoln's inn fields
Hindmarch, Percival, Northallerton, York, Timber Merchant. Oct 1. Jefferson, Northallerton
Hodgkin, John, Lewes, Sussex, Barrister at-Law. Sept 20. Waterhouse and Winterbotham, Carey st, Lincoln's inn
Howroyd, Richard, Dewsbury, York, Plasterer. Oct 1. Scholefield and Son, Dewsbury
Isaacs, Isaac Henry, Kennington rd, Gent. Sept 5. White, Epsom
Leader, Thomas, Bristol, Rope Manufacturer. Aug 24. Atchley, Bristol
Lindsay, Rev John, Stanford, Northampton. Oct 4. Watson and Baxter, Lutterworth
Nevey, Edward, Walsall, Stafford. Sept 5. Duignan and Co, Walsall
Norman, Robert Cumming, Hucclecote, Gloucester, Esq. Sept 6. Roy and Cartwright, Lothbury
Pearce, Edward, Bolsover, Derby, Butcher. Sept 12. Gratton, Chesterfield
Pennell, William, Cumberland terrace, Regent's park, Esq. Sept 15. Milne and Co, Harcourt buildings, Temple
Pigott, Hon Sir Gillery, Bryanston square, Baron Court of Exchequer. Oct 6. Walker and Martineau, King's rd, Gray's inn
Ormond, William Bishop, Reading, Berks, Gent. Aug 31. Lucas, Newbury
Roberts, William, Cotton hall, Cheshire, Farmer. Oct 13. Duncan and Pritchard, Chester
Roper, John, Lieut 1st West India Regiment. Oct 1. Tomlin, Richmond
Sheen, Martha, Streatham common. Oct 20. Filer, Aberdeen park, Islington
Smith, Emma, Petersham, Surrey. Sept 30. Bertram, Chancery lane
Wade, Thomas, Newtown, Lancashire, Collier. Sept 1. Wheeler and Co, Padiham
Walker, Joseph, Crackenedge, Dewsbury, York, Wool Merchants. Sept 11. Ridgway, Dewsbury
Walker, Thomas, Maryport, Cumberland, Gent. Sept 15. Tyson and Hobson, Maryport
Wix, William, Reigate, Surrey, Esq. Oct 4. Wilde and Co, College hill

TUESDAY, Aug 10, 1875.

Alvey, Thomas, South Normanton, Derby, Farmer. Sept 18. Gratton, Chesterfield
Bacon, George, Gravesend, Gent. Oct 1. Tolhurst, Gravesend
Beale, Charles, Freemantle, Hants, Gent. Sept 29. Lomer, Southampton
Bolders, Louisa, Baker st, Portman square. Sept 17. Woodall, Parliament st, Westminster
Botterill, John, Burley, Leeds, Esq. Oct 1. Snowdon, Leeds
Brownhill, William, Old Trafford, Manchester, Gent. Oct 1. Weston and Co, Manchester
Bunting, Edward, Mansfield, Nottingham, Gent. Sept 1. Parsons
Campbell, Sarah, Amersham park villas, Park rd, New cross. Sept 7. Young and Sons, Mark lane
Collingwood, John, Grantham, Lincoln, Builder. Sept 1. Beanmont, Grantham
Cooper, William, Chapel Allerton, Leeds, Esq. Nov 1. Barr and Co, Leeds
Dickinson, James, Rothwell, York, Hackle Pin Maker. Nov 1. Turner, Leeds
Dodd, William John, Ipsden, Oxford, Land Agent. Sept 20. Graham and Sons, Abingdon, Berks
Dyson, Mary, Halifax, York. March 25, 1876. Whitaker, Lancaster place, Strand
Gataker, Henry Walter, Benares, East Indies, Lieut R.A. Oct 1. Inman, Bath
Heaven, William, Bristol, Gent. Oct 12. Wood, Bristol
Hebb, John, Keyworth, Nottingham, Farmer. Oct 1. Percy and Co, Nottingham
Hopkins, Abraham, Yardley, Worcester, Maltster. Sept 25. Beale and Co, Birmingham
Jackson, Edward Foster, Manchester, Wine Merchant's Agent. Sept 29. Slater and Co, Manchester
James, William Greenaway, Great Marlow, Buckingham, Miller. Sept 30. Ward, Maidenhead
Linton, James Henry, Piddlehinton, Dorset, Esq. Oct 11. Large, South square, Gray's inn
McCormick, William, Cambridge terrace, Hyde park, Esq. Sept 29. Roytoux and Co, Cannon st
Manwaring, Edward, Worcester, Gent. Oct 1. Lloyd, Leominster
Marten, William, Bradford, York, Gent. Sept 1. Taylor and Co, Bradford
Smith, Charles William, Penn rd villas, Holloway. Sept 12. Heritage, Nicholas lane
Styles, Sarah, Lower Sloane st, Chelsea. Oct 2. Smith and Wall, New inn, Strand
Thompson, Joseph, Groby, Leicester, Farmer. Nov 1. Dalton and Salusbury, Leicester
Turnbull, John White, King William st, Strand, Esq. Sept 18. Bolton, Elm court, Temple
Winde, James, Bristol, Draper. Oct 12. Wood, Bristol
Woolsey, Emily, Westbourne terrace. Sept 30. Campbell, Warwick st, Regent st

Bankrupts.

FRIDAY, Aug. 6, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Birkett, Jacob, Fenchurch st. Pet Aug 4. Hazlitt. Aug 17 at 1
Dorrington, William, Prince of Wales's rd, Haverstock hill, Auctioneer. Pet Aug 3. Murray. Aug 19 at 1
Newton, George, Tufnell park rd, Holloway, Builder. Pet June 29. Hazlitt. Aug 19 at 12
Smith, Gilead Abijah, John Dennis Phillips, Robert Lyon Burnett, and Henry Eagle Smith, Change alley, Cornhill, Merchants. Pet Aug 4. Hazlitt. Aug 20 at 11

To Surrender in the Country.

Baker, Richard Blackall, Guildford, Surrey, Auctioneer. Pet July 27. White. Guildford, Aug 17 at 12
Bennet, Edward Kedington, Bury St Edmunds, Suffolk. Pet Aug 3. Collins. Bury St Edmunds, Aug 25 at 11
Harris, Robert Chidgey, Llandudno, Carnarvon, Builder. Pet July 30. Jones. Bangor, Aug 17 at 3
Harrison, Charles, Fenny Bentley, Derby, Grocer. Pet Aug 4. Hubbersty Burton-on-Trent, Aug 30 at 12.30
Patterson, William, West Hartlepool, Durham, Metal Broker. Pet Aug 3. Ellis. Sunderland, Aug 19 at 12
Sprason, John Ambrose, Birmingham, Brass Founder. Pet Aug 4. Cole. Birmingham, Sept 1 at 11

TUESDAY, Aug. 10, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chambers, Christopher, New Union st, Moor lane, Skirt Manufacturer. Pet Aug 6. Murray. Aug 26 at 12
Driscoll, Denis, Tooley st, Southwark, Chandler Shop Keeper. Pet Aug 6. Murray. Aug 26 at 1
Sainsbury, Henry, St John's st rd, Clerkenwell, Clock Maker. Pet Aug 6. Murray. Aug 26 at 11

To Surrender in the Country.

Clarke, Charles Leigh, Manchester, Consulting Engineer. Pet Aug 7. Kay. Manchester, July [Aug.] 26 at 9.30
Hillier, William, Bradford, York, Boot Dealer. Pet Aug 6. Robinson. Bradford, Aug 24 at 9
Hughes, John Morgan, Liscard, Cheshire, Cotton Broker. Pet Aug 6. Watson. Liverpool, Aug 23 at 2
McMaster, Archibald, Sheffield, Travelling Draper. Pet Aug 6. Wake. Sheffield, Aug 26 at 1
Pepler, Joshua Stephen, Bristol, Baker. Pet Aug 6. Harley. Bristol, Aug 25 at 2
Williams, James, Penvillia, near Swansea, Saddler. Pet Aug 7. Jones. Swansea, Aug 20 at 12

BANKRUPTCIES ANNULLED.

TUESDAY, Aug. 10, 1875.

Chidley, John Robert, Old Jewry, Solicitor. Aug 5
Coates, William, Bournemouth, Hants, Livery Stable Keeper. Aug 7
Snell, George Blagrove, jun, Basinghall st, Shorthand Writer. July 27

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug 6, 1875.

Bishop, Thomas Rowley, Ashton-juxta-Birmingham, Builder. Aug 25 11 at offices of Sharp, Birmingham. James and Oerton, Birmingham
Blight, John, Landrake, Cornwall, Draper. Aug 19 at 12 at offices of Beer and Rundle, Ker st, Devonport
Bullen, Elizabeth, Bristol, Tobacco Merchant. Aug 19 at 2 at offices of Pitt, Broad st, Bristol
Chalklin, David, Penge, Surrey, Cab Proprietor. Aug 27 at 12 at offices of Burroughs and Bisdee, Forest hill
Christian, Younghusband, Commercial rd east, out of business. Aug 14 at 11 at offices of Cooper, Chancery lane
Cohen, Carl, Monkwell st, Merchant. Aug 17 at 3 at offices of Parry Basinghall st
Cohen, Morris, and Henry Bonas, Hatton garden, Merchants. Aug 31 at 2 at the Inns of Court Hotel, High Holborn. Lewis and Lewis, Ely place
Crowther, William, jun, East Clandon, near Guildford, Surrey, Farmer. Aug 14 at 2 at the White Hart Hotel, Guildford. Masterman and Co, Aldersgate st
Da Costa, Jacob Mendes, Marcus Van Raalte, and David Joseph Behrend, Leadenhall st, Merchants. Aug 23 at 2 at the Cannon st Hotel, Cannon st. Clarkes and Co
Dixon, Benjamin, Norbiton, Surrey, Licensed Victualler. Aug 19 at 3 at offices of Howell, Cheapside
Dowse, James Fossitt, and William Thomas Dowse, King's cross, Potato Salesmen. Aug 30 at 12 at the Bridge House Hotel, Borough High st, London bridge. Simpson and Palmer, Borough High st
Ellisson, Morris, Liverpool, General Dealer. Aug 24 at 3 at offices of Nordon, Cook st, Liverpool
Fiedler, Julius Henry, Aldermanbury, Manufacturer. Aug 13 at 12 at 17, King st, Cheapside. Woolf
Fisher, George, Sudbury, Suffolk, Dealer. Aug 26 at 3.30 at offices of Cardinall, Sepulchre st, Sudbury
Gladwin, George, and James Gladwin, West Cowes, Isle of Wight, Tailors. Aug 14 at 10 at the Green Dragon Hotel, Bishopsgate st within. Philbrick, Old Broad st
Hankin, Joseph John, Preston, Lancashire, Grocer. Aug 18 at 3 at offices of Forshaw, Cannon st, Preston
Heap, Miles, Sheffield, Licensed Victualler. Aug 18 at 12 at offices of Tattershall, Queen st, Sheffield
Hesketh, James, Latham, Lancashire, Basket Maker. Aug 20 at 11 at offices of Mather, Commerce court, Harrington st, Liverpool. Brighouse and Brighouse, Ormskirk
Hollingdrake, George, Hayhills, Silsden, York, Farmer. Aug 17 at 3 at the King's Arms Inn, Silsden. Paget, Skipton
Hollingworth, Thomas, Witton, Cheshire, Pavior. Aug 18 at 12 at the Angel Hotel, Northwich. Green and Dixon, Northwich
Houston, John, Gracechurch st, Paraffin Wax Merchant. Aug 23 at 3 at offices of Chapman, Basinghall st
Jacobs, David, Kingsland rd, Clothier. Aug 18 at 2 at offices of Barnett, New Broad st

Jacobs, Solomon, Cannon st rd, St George's East, Tin Plate Worker. Aug 14 at 3 at offices of Fisher and Co, Leicester square
Javan, Henry Warwick Pemberton, Lever st, Goswell rd, Dealer in Watch Tools. Aug 19 at 3 at offices of Brown, Goswell rd
Jennings, George, jun, Hunslet, Leeds, Machine Tool Maker. Aug 18 at 3 at offices of Scott, Albion st, Leeds
Jones, John, Over, Cheshire, Tobacconist. Aug 24 at 2 at the Royal Hotel, Crewe. Cooke, Middlewich
Jones, Stephen, High st, Islington, Wine Merchant. Aug 20 at 1 at the Guildhall Coffee House, Gresham st. Sadgrove
Jones, Thomas, Llandyssul, Cardigan, Grocer. Aug 13 at 1 at offices of Evans, Queen st, Carmarthen
Jones, Thomas, Cwmamman, Carmarthen, Grocer. Aug 31 at 11.30 at the Castle Hotel, Swansea. Rees
Josiah, Richard, Burry Port, Carmarthen, Cabinet Maker. Aug 20 at 1 at offices of Evans, Queen st, Carmarthen
Ledger, Charles, Conisborough, York, Gas Works Manager. Aug 19 at 12 at offices of Favell, Westgate, Rotherham
Leslie, William, and Thomas Burton, Nottingham, Lace Manufacturers. Aug 18 at 12 at offices of Wells and Hind, Fletchergate, Nottingham
Lingwood, Robert, Edward st, Bethnal green, Fancy Trimming Manufacturer. Aug 17 at 12 at offices of Agar, Gresham st
Mason, George, St Bees, Cumberland, Butcher. Aug 23 at 12 at offices of Paitson, Irish st, Whitehaven
Mayoh, Jane, Halliwell, near Bolton, Lancashire, Grocer. Aug 23 at 10 at offices of Dowling, Wood st, Bolton
Meegan, Peter, West Hartlepool, Durham, Auctioneer. Aug 19 at 3 at offices of Todd, Surtees st, West Hartlepool
Mills, William Clements, East Moulsey, Surrey, Oilman. Aug 21 at 2 at 9, Lincoln's inn fields. Marshall
Molteni, Angelo, Newcastle-upon-Tyne, Picture Frame Maker. Aug 13 at 2 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne
Oram, Elizabeth, Upper st, Islington, Keeper of Fancy Repository. Aug 23 at 11 at offices of Wild and Co, Ironmonger lane
Page, Frederick Sutton, Blackheath, Stafford, Surgeon's Assistant. Aug 16 at 11 at offices of Lowe, Wolverhampton st, Dudley
Peet, William, New Radford, Nottingham, Lace Maker. Aug 18 at 4 at offices of Browne and Son, Wheelergate, Nottingham
Platt, William, Twickenham, Middlesex, Jeweller. Aug 12 at 10 at 28, Leicester square. Fisher and Co
Reaston, Edward, Bordesley green, nr Birmingham, Horse Dealer. Aug 16 at 11 at the Acorn Hotel, Upper Temple st, Birmingham. Edwards-Wood, Lesmington Priors
Redman, George, King's rd, Chelsea, Butcher. Aug 23 at 2 at offices of Layton and Co, Budge row, Cannon st
Roberts, Robert, Carnarvon, Hotel Keeper. Aug 17 at 2 at offices of Jones and Roberts, Church st, Carnarvon
Rowland, James, Manchester, Grease Manufacturer. Aug 24 at 3 at offices of Jones, Princess st, Manchester
Schoon, George, Leeds, Chemist. Aug 17 at 3 at offices of Turner, East parade, Leeds
Schultze, Carl, Julius Gustav Schultze, and Alfred Mohr, East India avenue, Leadenhall st, East India Merchants. Aug 23 at 3 at offices of Cooper and Co, George st, Mansion House. Hollams and Co, Mincing lane
Shirt, Richard, Stourbridge, Worcester, Baker. Aug 21 at 11 at offices of Wall, Union chambers, Stourbridge
Smith, Joseph Benjamin, Barnsley, York, Dyer. Aug 17 at 3 at offices of Horner, Clarence st, Manchester
Smith, Oliver George, King st, Clerkenwell, Carpenter. Aug 20 at 3 at offices of Brown, Goswell rd
Smithies, Benjamin, Ovenden, near Halifax, York, out of business. Aug 14 at 4 at the Roebuck Inn, Northgate, Halifax
Steele, Alexander, Cullum st, Jute Merchant. Aug 19 at 2 at the Guildhall Coffee House, Gresham st. Charles, Gracechurch st
Stobart, Joseph Newton, Newcastle-upon-Tyne, out of business. Aug 16 at 12 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne
Stroud, John, New cut, Lambeth, Coal Dealer. Aug 13 at 3 at the Swan Tavern, Great Dover st, Borough. Bilton
Taylor, Charles, East Retford, Nottingham, Saddler. Aug 20 at 12 at offices of Marshall and Co, East Retford. Beescoby, East Retford
Thomas, William, Kidweily, Carmarthen, Builder. Aug 21 at 11 at the Guildhall, Carmarthen. Howell, Llanelly
Treadgold, James Powell, Middlesborough, York, Auctioneer. Aug 18 at 2 at the Black Lion Hotel, High st, Stockton-on-Tees. Teale
Walker, Edward James, Lower Gornal, Sedgley, Stafford, Grocer. Aug 16 at 1 at offices of Lowe, Wolverhampton st, Dudley
Woodward, Robert Caleb, Loughborough rd, North Brixton, Cheesemonger. Aug 20 at 3 at offices of Kent, Red Lion court, Cannon st
Worden, John William, and Hermann Crook, Jewry st, Aldgate, Importers of Foreign Goods. Aug 14 at 1 at offices of Cooper, Chancery lane
Wright, Richard Henry, Leicester, Traveller. Aug 21 at 3 at offices of Hasby, Belvoir st, Leicester

TUESDAY, Aug 10, 1875.

Algar, Henry, Needham, Norfolk, Farmer. Aug 21 at 10.30 at offices of Stanley, Bank plain, Norwich
Beyer, Selign, Bishop Auckland, Durham, Glazier. Aug 27 at 11 at offices of Maw, jun, Fore Bondgate, Bishop Auckland
Bowden, Henry, Exeter, Plumber. Aug 25 at 12 at the Bristol Inn, Exeter. Peyton, Exeter
Branscombe, Rev George Henry Dacie, Morchard Bishop, Devon. Aug 24 at 2 at offices of Harris, Gandy st, Exeter. Jeffery, Ottery St Mary
Briggs, Morviel, Burnley, Lancashire, Draper. Aug 30 at 3 at offices of Artindale and Artindale, Hargreaves st, Burnley
Cork, Charles Sawyer, Euston rd, Protographer. Aug 24 at 10 at the Albert Hotel, Cornwall rd, Kensington park. Waller
Crossley, Thomas Adams, Choriton-upon-Medlock, Lancashire, Salesman. Aug 31 at 11 at offices of Evans, Albert square, Manchester
Crussell, John Campion, Saffron Walden, Essex, Grocer. Aug 20 at 11 at the Rose and Crown Hotel, Saffron Walden. Kent, Norwich
Curwell, Thomas, Birkenhead, Cheshire, Greengrocer. Aug 21 at 11 at offices of Mawson, Duncan st, Birkenhead. Anderson, Birkenhead
Dixon, Matthew, Newcastle-upon-Tyne, Auctioneer. Aug 23 at 11 at offices of Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne
Fallows, John, Manchester, Cabinet Maker. Aug 27 at 3 at offices of Addleshaw and Warburton, King st, Manchester
Forrestal, Richard, Sunderland, Durham, Grocer. Aug 23 at 3 at offices of Bell, Lambton st, Sunderland
Gainey, Richard, Cardiff, Railway Foreman. Aug 24 at 11 at offices of Morgan, High st, Cardiff
Goolden, Richard Edward, East India avenue, Leadenhall st, Merchant. Aug 28 at 12 at the City Terminus Hotel, Cannon st. Lattey and Hart, Gresham House, Old Broad st
Green, John, Norwich, Hairdresser. Aug 24 at 2 at offices of Tillett, Castle meadow, Norwich
Hallett, William, East India Dock rd, Tailor. Aug 27 at 2 at offices of Warwick, Bucklersbury. Kerly, Great Winchester st
Hampson, Joseph, Manchester, Porter. Aug 26 at 3 at offices of Horner and Son, Ridgefield, Manchester. Dawson
Heath, Thomas, Derby, Attorney-at-Law. Aug 26 at 11 at the County Hotel, St Mary's gate, Derby
Hellings, Hannibal Johns, College, Budock, Cornwall, Mason. Aug 26 at 12 at offices of Jenkins, The Square, Penryn
Hillel, Jules, Palmerston buildings, Financial Agent. Aug 24 at 12 at offices of Learoyd and Co, Finsbury place south
Holdroyd, Joseph, Dewsbury moor, York, Joiner. Aug 25 at 10.30 at offices of Scholes and Son, Leeds rd, Dewsbury
Hopkinson, Edwin, Bradford, York, Brick Maker. Aug 24 at 3 at offices of Mossman and Haley, Horton rd, Bradford
Hughes, Thomas, Bream, Gloucester, General Shop Keeper. Aug 20 at 12.30 at the Feathers Hotel, Lydney. Whatley and Son, Mitchel Dean
Jackson, Edwin, Mirfield, York, Butcher. Aug 23 at 3 at offices of Ibberson, Bank buildings, Heckmondwike
Key, Henry, and Benjamin Key, Liverpool, Drapers. Aug 24 at 3 at offices of Barrell and Rodway, Lord st, Liverpool
Knight, William, Sevenoaks, Carman. Aug 18 at 1 at offices of Gregory, King st, Cheapside
Lawrence, William Exton, Bourn, Lincoln, Auctioneer. Aug 20 at 10.30 at offices of Andrews, Bourn. Deacon and Wilkins, Peterborough
Lees, Charles, and Richard Nunnick, Walsall, Stafford, Timber Merchants. Aug 28 at 11 at offices of Glover, Park st, Walsall
Liddiatt, Richard Kilmister, Chalford, Gloucester, Builder. Aug 23 at 2.30 at the George and Railway Hotel, Bristol. Kearsey and Parsons, Stroud
Macadam, Samuel, Darlington, Durham, Draper. Aug 31 at 3 at offices of Wilkes, Market place, Darlington
May, Adelphus, Consett, Durham, Watch Maker. Aug 23 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
Milroy, Alexander, and Henry Carlyon, Barnstaple, Devon, Drapers. Aug 23 at 1 at the Clarence Hotel, Cathedral yard, Exeter. Thorne, Barnstaple
Mounsey, Herbert Coulthard, Elland, York, Oil Manufacturer. Aug 30 at 4 at offices of Storey, Cheapside, Halifax
Owens, William, Aberdare, Glamorgan, Saddler. Aug 24 at 12 at offices of James, High st, Merthyr Tydfil
Power, Rickard Mellish, Great Ilford, Essex, Brewers' Clerk. Aug 24 at 3 at offices of Heathfield and Son, Lincoln's inn fields
Price, William, Cheltenham, Gloucester, Innkeeper. Aug 25 at 3 at offices of Pruen, Regent st, Cheltenham
Riddlesden, Benjamin, Gawthorpe, York, Joiner. Aug 20 at 2 at offices of Stapleton, Union st, Dewsbury
Rudall, Henry Alexander, and George Rudall, King William st, Merchants. Aug 20 at 3 at offices of Waddell and Co, Queen Victoria st. Crook and Smith, Fenchurch st
Simmonds, Richard, Loughborough rd, Brixton, Butcher. Aug 16 at 2 at Dempster's Hotel, Arundel st, Strand. Marsden
Smith, Henry William, Boreham, Essex, Grocer. Aug 24 at 11 at offices of Jones, Tindal square, Chelmsford
Stevenson, John, Handsworth, Stafford, out of business. Aug 26 at 2 at offices of Jackson, Lombard st, West Bromwich
Sutcliffe, Dan, Claremount, York, Contractor. Aug 25 at 4 at offices of Storey, Cheapside, Halifax
Symcox, John, Norton bridge, Stafford, Innkeeper. Aug 19 at 12 at offices of Middleton, Stowe
Taylor, John, Holmfirth, York, Yarn Spinner. Aug 27 at 4 at offices of Booth, John William st, Huddersfield
Timewell, Arthur Thomas, Acre lane, Brixton, Builder. Aug 19 at 2 at the Guildhall Tavern, Gresham st. Chapman
Tremlett, William, Old Bond st, Piccadilly, Veterinary Surgeon. Aug 27 at 2 at offices of Lott, Great George st, Westminster
Ward, William John, Leader st, Chelsea, Tripe Dresser. Aug 17 at 3 at offices of Kisch and Co, Cannon st
Webb, Samuel, Ince-in-Makerfield, Lancashire, Grocer. Aug 23 at 2 at offices of France, Churchgate, Wigan
White, John Woodbine, Hackney Wick, Varnish Manufacturer. Aug 23 at 3 at 25, Rood lane. Carr
Whitehead, Henry, Bucknall, Stafford, Colliery Proprietor. Aug 18 at 2 at the Saracen's Head Inn, Hanley. Hand, Macclesfield
Whyte, Margrata, Liverpool, Boot Dealer. Aug 27 at 3 at offices of Nordon, Cook st, Liverpool
Williams, Thomas, Tredegar, Monmouth, Grocer. Aug 26 at 2 at the Queen's Hotel, Newport. Shepard, Tredegar
Worrall, James, Bolton, Lancashire, Quilting Manufacturer. Aug 24 at 3 at offices of Dawson and Scowcroft, Brazennose st, Manchester
Zoers, William Leopold, Victoria park rd, Hackney, Stick Manufacturer. Aug 23 at 2 at offices of Jennings, Leadenhall st